



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY  
साप्ताहिक  
WEEKLY

सं. 50] नई दिल्ली, दिसम्बर 16—दिसम्बर 22, 2018, शनिवार/अग्रहायण 25—पौष 1, 1940  
No. 50] NEW DELHI, DECEMBER 16—DECEMBER 22, 2018, SATURDAY/AGRAHAYANA 25—PAUSA 1, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

## गृह मंत्रालय

नई दिल्ली, 11 दिसम्बर, 2018

**का.आ.1790.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप इन, कार्यालयों को एतद्वारा अधिसूचित करती है:—

### सशस्त्र सीमा बल

1. उप महानिरीक्षक कार्यालय, सशस्त्र सीमा बल,  
न्यू जलपाईगुडी, डाकघर-पांगा, साहेबाड़ी, जिला-जलपाईगुडी (पश्चिम बंगाल)-735121
2. उप महानिरीक्षक कार्यालय, सशस्त्र सीमा बल,  
गया, डाकघर-गया, जिला-गया (बिहार) -823004
3. उप महानिरीक्षक कार्यालय, सशस्त्र सीमा बल,  
बेतिया, परिसर-नरकटियागंज, डाकघर-नरकटियागंज, जिला-पश्चिम चम्पारण (बिहार)- 845455

4. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
श्वान प्रशिक्षण एवं प्रजनन केन्द्र, डेरा, डाकघर-डेरा, जिला-अलवर (राजस्थान)-301409
5. उप महानिरीक्षक कार्यालय, सशस्त्र सीमा बल,  
प्रशिक्षु प्रशिक्षण केन्द्र, मौजपुर, डाकघर-मौजपुर, जिला-अलवर (राजस्थान)-321633
6. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
7वीं वाहिनी, बटोट, डाकघर-बटोट, जिला-रामबन (जम्मू और कश्मीर)-182143
7. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
8वीं वाहिनी, खपडेल, डाकघर-न्यू चुमटा, जिला-दार्जिलिंग (पश्चिम बंगाल)-734009
8. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल, कमाण्डेंट कार्यालय,  
10वीं वाहिनी, श्रीनगर, डाकघर-गोले मार्केट, जिला-श्रीनगर, (जम्मू और कश्मीर)-190010
9. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
16वीं वाहिनी, पाकरी, जमुई, डाकघर-खैरा, जिला-जमुई (बिहार)-811317
10. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
18वीं वाहिनी, राजनगर, डाकघर-राजनगर, जिला-मधुबनी (बिहार)-847235
11. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
19वीं वाहिनी, ठाकुरगंज, डाकघर-ठाकुरगंज, जिला-किशनगंज (बिहार) -855116
12. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
21वीं वाहिनी, बगहा, डाकघर-मंगलपुर, जिला-पश्चिम चम्पारण (बिहार)-845105
13. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
22वीं वाहिनी, दोमुहानाघाट, डाकघर-नौतनवा, जिला-महाराजगंज (उत्तर प्रदेश)-273164
14. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
29वीं वाहिनी, गया, डाकघर-बोधगया, जिला-गया (बिहार)-823004
15. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
30वीं वाहिनी, दिरांग, डाकघर-ज्योतिनगर, जिला-पश्चिम कामेंग (अरुणाचल प्रदेश)-790101
16. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
32वीं वाहिनी, बेला, डाकघर-एम0 के0 बेला, जिला-मुजफ्फरपुर (बिहार)-842005
17. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
33वीं वाहिनी, केवटी, डाकघर-भानुप्रताप, जिला-कांकेर (छत्तीसगढ़)-494669
18. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
38वीं वाहिनी, तवांग, डाकघर-तवांग, जिला-तवांग (अरुणाचल प्रदेश)-790104
19. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
39वीं वाहिनी, पलिया कलां, डाकघर-पलिया कलां, जिला-लखीमपुर खीरी (उत्तर प्रदेश)-262902
20. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
42वीं वाहिनी, नानपारा, डाकघर-नानपारा, जिला-बहराइच (उत्तर प्रदेश)-271865

21. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
43वीं वाहिनी, सिद्धार्थनगर, डाकघर-भीमपुर, जिला-सिद्धार्थनगर (उत्तर प्रदेश)-272207
22. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
44वीं वाहिनी, नरकटियागंज डाकघर-नरकटियागंज, जिला-पश्चिम चम्पारण (बिहार)-845455
23. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
46वीं वाहिनी, मालबाजार, डाकघर-माल, जिला-जलपाईगुडी (पश्चिम बंगाल)-735221
24. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
47वीं वाहिनी, पनटोका डाकघर-रक्सौल, जिला-पूर्वी चम्पारण (बिहार)-845305
25. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
48वीं वाहिनी, जयनगर डाकघर-जयनगर, जिला-मधुबनी (बिहार)-847226
26. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
49वीं वाहिनी, पीलीभीत, डाकघर-ललौरी खेरा, जिला-पीलीभीत (उत्तर प्रदेश)-262001
27. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
50वीं वाहिनी, तुलसीपुर, डाकघर-तुलसीपुर, उत्तरोला, जिला-बलरामपुर (उत्तर प्रदेश)-271208
28. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
52वीं वाहिनी, अररिया, डाकघर-अररिया, जिला-अररिया (बिहार)-854311
29. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
56वीं वाहिनी, बथनाहा, डाकघर-बथनाहा, जिला-अररिया (बिहार)-854316
30. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
57वीं वाहिनी, अमृतपुर, डाकघर-अमृतपुर, जिला नैनीताल (उत्तराखंड)-263126
31. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
59वीं वाहिनी, नानपारा, डाकघर-नानपारा, जिला-बहराइच (उत्तर प्रदेश)-271865
32. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
62वीं वाहिनी, भिंगा, डाकघर-पटना खरगौरा, भिंगा, जिला-श्रावस्ती (उत्तर प्रदेश)-271831
33. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
66वीं वाहिनी सिद्धार्थनगर, डाकघर-नौतनवा, जिला-महाराजगंज (उत्तर प्रदेश) -273164
34. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
70वीं वाहिनी, बहराइच-II, डाकघर-माहेवगंज, जिला-लखीमपुर खीरी (उत्तर प्रदेश)-262701
35. कमाण्डेंट कार्यालय, सशस्त्र सीमा बल,  
71वीं वाहिनी, मोतिहारी, डाकघर-पिपरा फैक्टरी, जिला-पूर्वी चम्पारण (बिहार)-845429
36. कार्यालय महानिरीक्षक,  
सशस्त्र सीमा बल, सीमांत मुख्यालय,  
प्रशासनिक भवन, टी.सी./35, वी-2 विभूति खण्ड, गोमती नगर, लखनऊ  
(उत्तर प्रदेश)-226010

**स्वापक नियंत्रण ब्यूरो**

क्षेत्रीय निदेशक,  
जोधपुर क्षेत्रीय इकाई, स्वापक नियंत्रण ब्यूरो,  
सेक्टर-18 ई, चौपासनी हाऊसिंग बोर्ड,  
जोधपुर (राजस्थान)-342 008

[सं. 11029/01/2017-हिन्दी]  
सहेली घोष रॉय, संयुक्त सचिव

**MINISTRY OF HOME AFFAIRS**

New Delhi, the 11th December, 2018

**S.O. 1790.**—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following offices of the Ministry of Home Affairs, wherein the percentage of the staff, having working knowledge of Hindi has gone above 80%:—

**Sashastra Seema Bal**

1. Office of the Deputy Inspector General, SSB  
New Jalpaiguri, P.O.Panga, Sahebari  
Distt- Jalpaiguri, (W.B.)-735121
2. Office of the Deputy Inspector General, SSB  
P.O- Gaya Distt-Gaya (Bihar)-823004
3. Office of the Deputy Inspector General, SSB  
P.O-Narkatiaganj, Distt-West Champaran-(Bihar)-845455
4. Office of the Commandant, SSB  
Dog Training & Breeding Centre  
P.O.-Dera, Distt-Alwar (Rajasthan)-301409
5. Office of the Deputy Inspector General, SSB  
Recruit Training Centre, P.O.-Maujpur, Distt-Alwar (Rajasthan)-321633
6. Office of the Commandant,  
7<sup>th</sup> Bn.SSB, P.O-. Batote, Distt-Ramban (J&K)-182143
7. Office of the Commandant,  
8<sup>th</sup> Bn SSB, Khaprail ,P.O.-New Chumta,Distt-Darjeeling (W.B.)-734009
8. Office of the Commandant, 10<sup>th</sup> Bn SSB, P.O.-Gole Market,  
Distt-Srinagar (J&K)-190010
9. Office of the Commandant, 16<sup>th</sup> Bn SSB, Pakri, P.O.-Khaira,Distt-Jamui (Bihar)-811317
10. Office of the Commandant, 18<sup>th</sup> Bn SSB, Rajnagar P.O.-Rajnagar  
Distt-Madhubani (Bihar)- 847235
11. Office of the Commandant, 19<sup>th</sup> Bn SSB, Thakurganj, P.O.-Thakurganj, Distt-Kishanganj (Bihar)-855116
12. Office of the Commandant, 21st Bn SSB, Bagaha,P.O.-Mangalpur,  
Distt West Champaran(Bihar)-845105
13. Office of the Commandant, 22nd Bn SSB, Domuhanaghat, P.O.-Nautanwa, Distt-Maharajganj(UP)-273164

14. Office of the Commandant, 29<sup>th</sup> Bn SSB, Gaya, P.O.-Bodhgaya, Distt-Gaya (Bihar)-823004
15. Office of the Commandant, 30<sup>th</sup> Bn SSB, Dirang, P.O.-Jyotinagar, Distt-West Kameng (Arunachal Pradesh)-790101
16. Office of the Commandant, 32<sup>nd</sup> Bn SSB, Bela, P.O.-M.K.Bela, Distt- Muzaffarpur, (Bihar)-842005
17. Office of the Commandant, 33<sup>rd</sup> Bn SSB, Kewti, P.O.-Bhanupratap Pur Distt-Kankar, (Chhatish Garh) Pin-494669
18. Office of the Commandant, 8<sup>th</sup> Bn SSB, Tawang, P.O-Tawang. Distt-Tawang (Arunachal Pradesh) -790104
19. Office of the Commandant, 39<sup>th</sup> Bn SSB, Palia Kalan, P.O- Palia Kalan. Distt-Lakhimpur Kheri (UP) -262902
20. . Office of the Commandant, 42<sup>nd</sup> Bn SSB, Nanpara, P.O- Nanpara. Distt-Bahraich (UP)-272207
21. 21. Office of the Commandant, 43<sup>rd</sup> Bn SSB, Siddharthnagar, P.O- Bhimpur. Distt-Siddharth Nagar (UP)-272207
22. Office of the Commandant, 44<sup>th</sup> Bn SSB, Narkatiaganj, P.O- Narkatiaganj. Distt-West Champaran (Bihar) -845455
23. Office of the Commandant, 46<sup>th</sup> Bn SSB, Malbazar, P.O- Malbazar. Distt-Jalpaiguri (W.B)-735221
24. Office of the Commandant, 47<sup>th</sup> Bn SSB, Pantoka, P.O- Raxual. Distt-East Champaran (Bihar) -845305
25. Office of the Commandant, 48<sup>th</sup> Bn SSB, Jaynagar, P.O- Jaynagar. Distt-Madhuban (Bihar) -847226
26. Office of the Commandant, 49<sup>th</sup> Bn SSB, Piliphit, P.O- Lalouri Khera. Distt-Pilibhit (UP) -262001
27. Office of the Commandant, 58<sup>th</sup> Bn SSB, Tulsipur, P.O- Tulsipur, Utraula, Distt-Balrampur (UP) -271208
28. Office of the Commandant, 52<sup>nd</sup> Bn SSB, Araria, P.O- Araria. Distt-Araria (Bihar) -854311
29. Office of the Commandant, 56<sup>th</sup> Bn SSB, Bathana, P.O- Bathana. Distt-Araria (Bihar) -854316
30. Office of the Commandant, 57<sup>th</sup> Bn SSB, Amritpur, P.O- Amritpur. Distt-Nainital (UK) -263126
31. Office of the Commandant, 59<sup>th</sup> Bn SSB, Nanpara, P.O- Nanpara. Distt-Bahraich (UP) -271865
32. Office of the Commandant, 62<sup>nd</sup> Bn SSB, Bhinga, P.O- Patna Kharguara., Bhinga Distt-Shrawasti (UP) -271831

33. Office of the Commandant, 66<sup>th</sup> Bn SSB, Siddharthnagar, P.O- Nautanwa.  
Distt-Maharajganj (UP) -273164
34. Office of the Commandant,  
70<sup>th</sup> Bn SSB, Bahraich-II, P.O- Mahevganj. Distt-Lakhimpur (UP) -262701
35. Office of the Commandant,  
71<sup>th</sup> Bn SSB, Motihari, P.O- Pipra. Distt-East Champaran (Bihar) -845429
36. Office of the Inspector Genetal FTR,SSB,  
Administrative Building, T.C./35,V-2 Vibhuti Block  
Gomti Nagar, Lucknow(U.P.)-226010

#### **Narcotics Control Bureau**

Zonal Director  
Zonal Unit Jodhpur  
Sector-18, Chauasani Housing Board, Jodhpur  
Rajasthan-342008

[No. 11029/01/2017-Hindi]  
SAHELI GHOSH ROY, Jt. Secy.

### **स्वास्थ्य और परिवार कल्याण मंत्रालय**

#### **(स्वास्थ्य और परिवार कल्याण विभाग)**

नई दिल्ली, 9 अक्टूबर, 2018

**का.आ. 1791.**—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:

उक्त प्रथम अनुसूची में “एमजेपी रोहिलाखंड विश्वविद्यालय, बरेली” के पश्चात “रोहिलाखंड मेडिकल कॉलेज व अस्पताल, बरेली” जोड़ा जाएगा तथा ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन कालम (2) में] “बरेली अंतर्राष्ट्रीय विश्वविद्यालय, बरेली के सामने और ‘पंजीकरण के लिए संक्षिप्तकरण’ [कालम (3) में] शीर्षक के अधीन निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:—

(2)

(3)

बैचलर ऑफ मेडिसिन व बैचलर ऑफ सर्जरी

एम.बी.बी.एस.

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रोहिलाखंड मेडिकल कॉलेज व अस्पताल, बरेली में प्रशिक्षित किए जा रहे छात्रों के संबंध में अक्टूबर 2017 को या बाद में, बरेली अंतर्राष्ट्रीय विश्वविद्यालय, बरेली द्वारा प्रदत्त होगी।)

[सं. जेड-20015/80/2018-एमई-I (एफटीएस.3164777)]

अमित बिस्वास, अवर सचिव

**MINISTRY OF HEALTH AND FAMILY WELFARE****(Department of Health and Family Welfare)**New Delhi, the 9<sup>th</sup> October, 2018

**S.O. 1791.**—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule after “MJP Rohilkhand University, Bareilly” “Rohilkhand Medical College & Hospital, Bareilly” shall be added and against “Bareilly International University, Bareilly” under the heading ‘Recognized Medical Qualification’ [in column (2)] and under the heading ‘Abbreviation for Registration’[in column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S.  (This shall be a recognized medical qualification when granted by Bareilly International University, Bareilly in respect of students being trained at Rohilkhand Medical College & Hospital, Bareilly on or after, October 2017.

[No. Z-20015/80/2018-ME –I (FTS.3164777)]

AMIT BISWAS, Under Secy.

**पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय**

नई दिल्ली, 11 दिसम्बर, 2018

**का. आ. 1792.**—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार के अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम एवं गैस मंत्रालय की अधिसूचना सं. का. आ. 1583 (अ) तारीख 29/06/2017 जो भारत के राजपत्र सं. 27 तारीख 02/07/2017 से 08/07/2017 तथा अधिसूचना सं. का. आ. 2515(अ) तारीख 11/10/2017 जो भारत के राजपत्र सं. 43 तारीख 22/10/2017 से 28/10/2017 को प्रकाशित की गई थी, द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में केरल राज्य में भारत पेट्रोलियम कार्पोरेशन लिमिटेड की कोच्चि रिफानरी से सेलम तक द्रवित पेट्रोलियम गैस के परिवहन के लिए कोच्चि कोयम्बटूर सेलम पाइपलाइन परियोजना के माध्यम से कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को क्रमशः तारीख 18/08/2017 से 08/09/2017 तथा 28/12/2017 से 18/01/2018 के बीच उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन , केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केंद्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर की उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग के अधिकार का अर्जन किया जाता है ;

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केंद्रीय सरकार में निहित होने कि बजाए, सभी विल्लंगमों से मुक्त , कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड में निहित होगा।

**अनुसूची**

राज्य: केरल

जिला: ऐरनाकुलम

तालुक: कुन्नाथुनाडू

नाम ग्राम	सर्वे नम्बर	क्षेत्रफल		
		हेक्टेयर	एरिया	प्रति वर्गमीटर
पुथैनकुरिस्सू (खण्ड सं. 37)	94/2	0	01	53
	94/3	0	01	91
	94/11	0	04	53

पुथैनकुरिस्सू (खण्ड सं. 37)	94/16	0	04	89
कुन्नाथुनाडू (खण्ड सं. 36)	300/10	0	00	20
	301/4	0	02	94
	301/5	0	03	61
	301/6	0	00	84
	301/7	0	05	18
	301/8	0	02	41
	301/9	0	01	03
	301/10	0	02	30
	301/11	0	01	17
	301/14	0	02	13
	301/15	0	01	14
	301/16	0	01	17
	301/17	0	00	95
	301/18	0	02	20
	301/19	0	08	00
	305/1	0	09	72
	305/6	0	08	78
	305/12	0	03	08
	305/13	0	03	80
	306/2	0	04	09
	306/3	0	06	93
	323/3	0	05	01
	324/1	0	16	25
	325/1	0	06	00
	325/2	0	15	33
	325/3	0	03	65
	325/4	0	01	33
	326/3	0	06	79
	326/4	0	10	33
	326/5	0	02	14
	326/7	0	01	99
	327/9	0	15	06
	330/6	0	09	83
	330/7	0	06	84
	336/1	0	05	38
	336/2	0	06	98
	336/3	0	06	65
	336/4	0	05	19
	336/6	0	05	51
	336/8	0	03	12
	336/9	0	04	40



कुन्नाथुनाडू (खण्ड सं. 36)	339/3	0	15	86
	350/1	0	03	70
	350/2	0	05	78
	350/3	0	06	56
	350/4	0	07	60
	350/5	0	03	91
	350/6	0	03	40
	350/7	0	08	06
	354/1	0	08	02
	354/2	0	02	48
	354/3	0	06	27
	354/5	0	11	45
	357/2	0	52	64
	358/2	0	00	39
	360/1	0	10	64
	360/2	0	03	53
	360/3	0	02	86
	360/4	0	06	90
	378/10	0	02	81
	383/5	0	00	48
	385/1	0	03	85
	385/2	0	05	49
	385/3	0	10	34
	385/4	0	00	43
	385/5	0	11	42
	385/7	0	06	90
	385/8	0	10	44
राज्य: केरल	जिला: ऐरनाकुलम		तालुक: आलुवा	
नाम ग्राम	सर्वे नम्बर	क्षेत्रफल		
		हेक्टेयर	एरिया	प्रति वर्गमीटर
तेक्कुम्बागम (खण्ड सं. 30)	149/3	0	00	23
	151/8	0	03	10
	155/1	0	10	90
	155/4	0	02	40
	155/5	0	09	31
	156/3	0	04	70
	156/4	0	04	21
	156/5	0	05	17
	156/9	0	00	80
	157/2	0	00	38

तेक्कुम्बागम (खण्ड सं. 30)	157/3	0	00	30
	157/8	0	02	62
	194/1	0	02	14
	194/2	0	01	52
	194/16	0	01	82
	194/17	0	04	65
	195/2	0	06	54
	195/6	0	02	10
	195/8	0	03	27
	195/9	0	07	69
	195/10	0	04	21
	195/13	0	00	46
	205/4	0	01	12
	205/5	0	00	16
	205/12	0	01	96
	206/7	0	03	08
	207/2	0	08	84
	215/1	0	01	64
	215/2	0	01	27
	215/3	0	01	06
	215/4	0	00	82
	215/5	0	00	19
	226/11	0	00	18
	226/12	0	00	19
	228/1	0	00	18
	229/3	0	00	69
	229/4	0	00	86
	229/10	0	00	68
	230/3	0	01	47
मूक्कन्नूर (खण्ड सं. 15)	21/5	0	03	00
	252/5	0	03	01
करुकुटि (खण्ड सं. 2)	358/4	0	00	63
	366/11	0	02	91
करुकुटि (खण्ड सं. 3)	59/3	0	00	51
वडक्कुम्बागम (खण्ड सं. 28)	206/6	0	02	02

[फा. सं. आर-12031 / 196 / 2017-ओआर-I/ई-19746]

नोवस किन्डो, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**New Delhi, the 11<sup>th</sup> December, 2018

**S. O. 1792.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas SO No. 1583 dated 29.06.2017 published in Govt. of India Gazette No. 27 dated 02.07.2017 to 08.07.2017 and SO. No. 2515 dated 11.10.2017 published in Govt. of India Gazette No. 43 dated 22.10.2017 to 28.10.2017 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (Central Act 50 of 1962) (herein after referred to as said Act), the Central Government declared its intention to acquire the Right of User in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamilnadu.

AND, Whereas, the copies of the said Gazette notifications have been made available to the public between 18.08.2017 to 08.09.2017 and 28.12.2017 to 18.01.2018 respectively.

AND, Whereas, the Competent Authority in pursuance of sub section (1) of section 6 of the said Act has submitted his report to the Central Government.

AND, Whereas, the Central Government, after considering the said report, is satisfied that the Right of User in the said land specified in the schedule appended should be acquired.

Now, therefore in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declared that the Right of User in the Land specified in the schedule appended to this notification are hereby acquired.

AND, further, in exercise of powers conferred by sub section (4) of the section 6 of the said Act, the Central Government hereby directs that the Right of User in the said lands shall, instead of vesting in the Central Government vest free from all encumbrances in the Kochi – Salem Pipeline Private Limited.

**SCHEDULE****STATE : KERALA****DISTRICT : ERNAKULAM****TALUK : KUNNATHUNADU**

VILLAGE	SURVEY NUMBERS	AREA		
		HECTARES	ARES	SQ MTRS
<b>PUTHENKURISSU BLOCK NO. 37</b>	94/2	0	01	53
	94/3	0	01	91
	94/11	0	04	53
	94/16	0	04	89
<b>KUNNATHUNADU BLOCK NO. 36</b>	300/10	0	00	20
	301/4	0	02	94
	301/5	0	03	61
	301/6	0	00	84
	301/7	0	05	18
	301/8	0	02	41
	301/9	0	01	03
	301/10	0	02	30
	301/11	0	01	17
	301/14	0	02	13
	301/15	0	01	14
	301/16	0	01	17
	301/17	0	00	95
	301/18	0	02	20
	301/19	0	08	00

<b>KUNNATHUNADU BLOCK NO. 36</b>	305/1	0	09	72
	305/6	0	08	78
	305/12	0	03	08
	305/13	0	03	80
	306/2	0	04	09
	306/3	0	06	93
	323/3	0	05	01
	324/1	0	16	25
	325/1	0	06	00
	325/2	0	15	33
	325/3	0	03	65
	325/4	0	01	33
	326/3	0	06	79
	326/4	0	10	33
	326/5	0	02	14
	326/7	0	01	99
	327/9	0	15	06
	330/6	0	09	83
	330/7	0	06	84
	336/1	0	05	38
	336/2	0	06	98
	336/3	0	06	65
	336/4	0	05	19
	336/6	0	05	51
	336/8	0	03	12
	336/9	0	04	40
	339/3	0	15	86
	350/1	0	03	70
	350/2	0	05	78
	350/3	0	06	56
	350/4	0	07	60
	350/5	0	03	91
	350/6	0	03	40
	350/7	0	08	06
	354/1	0	08	02
	354/2	0	02	48
	354/3	0	06	27
	354/5	0	11	45
	357/2	0	52	64
	358/2	0	00	39
	360/1	0	10	64
	360/2	0	03	53

KUNNATHUNADU BLOCK NO. 36	360/3	0	02	86
	360/4	0	06	90
	378/10	0	02	81
	383/5	0	00	48
	385/1	0	03	85
	385/2	0	05	49
	385/3	0	10	34
	385/4	0	00	43
	385/5	0	11	42
	385/7	0	06	90
	385/8	0	10	44
STATE : KERALA	DISTRICT : ERNAKULAM		TALUK : ALUVA	
VILLAGE	SURVEY NUMBERS	AREA		
		HECTARES	ARES	SQ MTRS
THEKKUMBHAGAM BLOCK NO. 30	149/3	0	00	23
	151/8	0	03	10
	155/1	0	10	90
	155/4	0	02	40
	155/5	0	09	31
	156/3	0	04	70
	156/4	0	04	21
	156/5	0	05	17
	156/9	0	00	80
	157/2	0	00	38
	157/3	0	00	30
	157/8	0	02	62
	194/1	0	02	14
	194/2	0	01	52
	194/16	0	01	82
	194/17	0	04	65
	195/2	0	06	54
	195/6	0	02	10
	195/8	0	03	27
	195/9	0	07	69
	195/10	0	04	21
	195/13	0	00	46
	205/4	0	01	12
	205/5	0	00	16
	205/12	0	01	96
	206/7	0	03	08

<b>THEKKUMBHAGAM BLOCK NO. 30</b>	207/2	0	08	84
	215/1	0	01	64
	215/2	0	01	27
	215/3	0	01	06
	215/4	0	00	82
	215/5	0	00	19
	226/11	0	00	18
	226/12	0	00	19
	228/1	0	00	18
	229/3	0	00	69
	229/4	0	00	86
	229/10	0	00	68
	230/3	0	01	47
<b>MOOKKANNOOR BLOCK NO. 15</b>	21/5	0	03	00
	252/5	0	03	01
<b>KARUKUTTY BLOCK NO. 2</b>	358/4	0	00	63
	366/11	0	02	91
<b>KARUKUTTY BLOCK NO. 3</b>	59/3	0	00	51
<b>VADAKKUMBHAGAM BLOCK. NO. 28</b>	206/6	0	02	02

[F. No. R. 12031/ 196 /2017-OR-I/E-19746]

NOAS KINDO, Under Secy.

नई दिल्ली, 11 दिसम्बर, 2018

**का.आ. 1793.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडू राज्य के सेलम को केरल राज्य में भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड की कोच्चि रिफाइनरी से तरलीकृत पेट्रोलियम गैस के परिवहन के लिए, एक पाइपलाइन कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड द्वारा बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री बशीरकुंजु ए, सक्षम प्राधिकारी, कोच्चि सेलम पाइप लाइन प्राइवेट लिमिटेड, करुण एंक्लेव, द्वितीय तल, डोर न. बी-2, एस एन जंक्शन, रिफाइनरी रोड, यूनियन बैंक ऑफ इंडिया के सामने, त्रिपुनिथुरा, जिला ऐरनाकुलम, केरल — 682301 को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

राज्य: केरल

जिला: ऐरनाकुलम

तालुक: कुन्नाथुनाडू

नाम ग्राम	सर्वे नम्बर	क्षेत्रफल		
		हेक्टेयर	एरिया	प्रति वर्गमीटर
किज़ाक्कम्बलम (खण्ड सं. 25)	118/9	0	09	37
	141/5	0	00	84
	148/12	0	00	22
	254/10	0	00	27
	398/2	0	00	21
	401/5	0	00	32
	401/7	0	00	14
	402/2	0	00	29
	405/19	0	00	15
	429/14	0	01	29
	430/6	0	00	91
मारमपिल्लि (खण्ड सं. 23)	1/11	0	05	36
	1/12	0	00	06
	3/9	0	11	81
	3/10	0	05	22
राज्य: केरल	जिला: ऐरनाकुलम	तालुक: आलुवा		
मटूर (खण्ड सं. 27)	1/12	0	00	34

[फा. सं. आर-12031/196/2017-ओआर/आई/ई-19746]

नोवस किन्डो, अवर सचिव

New Delhi, the 11<sup>th</sup> December, 2018

**S.O. 1793.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamil Nadu and that the a pipeline should be laid by M/S. Kochi – Salem pipeline Private Ltd;

And whereas , it appears to the Central Government that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the lands under which such pipelines are proposed to be laid described in the schedule annexed to this notification;

Now therefore in the exercise of powers conferred by sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (Central Act 50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Any person, interested in land described in the said schedule may, within 21 days from the date on which the copies of this notification, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein or laying or the pipeline under the land to Sri. Basheerkunju. A, Competent Authority, Kochi-Salem Pipeline Private Ltd, Karun Enclave 2<sup>nd</sup> floor, Door No. B2, S.N. Junction, Refinery Road, Opp: Union Bank of India, Tripunithura, Pin – 682 301.

## SCHEDULE

STATE : KERALA

DISTRICT : ERNAKULAM

TALUK : KUNNATHUNADU

VILLAGE	SURVEY NUMBERS	AREA (APPROXIMATE)		
		HECTARES	ARES	SQ:METERS
KIZHAKKAMBALAM BLOCK. NO. 25	118/9	0	09	37
	141/5	0	00	84
	148/12	0	00	22
	254/10	0	00	27
	398/2	0	00	21
	401/5	0	00	32
	401/7	0	00	14
	402/2	0	00	29
	405/19	0	00	15
	429/14	0	01	29
	430/6	0	00	91
MARAMPILLY BLOCK. NO. 23	1/11	0	05	36
	1/12	0	00	06
	3/9	0	11	81
	3/10	0	05	22
STATE : KERALA	DISTRICT : ERNAKULAM	TALUK : ALUVA		
MATTOOR BLOCK. NO. 27	1/12	0	00	34

[F. No. R-12031/196/2017-OR-I/E-19746]

NOAS KINDO, Under Secy.

नई दिल्ली, 11 दिसम्बर, 2018

का. आ. 1794.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी भारत के राजपत्र के भाग II, खंड 3, उप-खंड (ii) के अंतर्गत 18/03/2018 – 24/03/2018 को प्रकाशित, भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 473(अ) तारीख 15/03/2018 की इस अधिसूचना के अंग्रेजी पाठ में संशोधन करती है कि पृष्ठ सं. 2261 पर सर्वे संख्या 8/4 ग्राम कुन्नाथुनाडू (ब्लॉक सं 36) के स्थान पर सर्वे संख्या 18/4 ग्राम कुन्नाथुनाडू (ब्लॉक सं 36) पढ़ा जाए

[फा. सं. आर-12031/196/2017-ओआर-I/ई-19746]

नोवस किन्डो, अवर सचिव

New Delhi, the 11<sup>th</sup> December, 2018

S.O. 1794.—In exercise of the powers conferred sub section (1) of section 6 of Petroleum and Mineral Pipeline (Acquisition of Right of User in Land) Act 1962 (Central Act 50 of 1962), the Central Government hereby makes the following amendment in the notification of the Govt. of India in the Ministry of Petroleum and Natural Gas SO. 473 dated 15.03.2018 published in page No. 2261 in part II section 3 subsection (ii) Gazette of India No.11 dated 18.03.2018 to 24.03.2018 namely.

In the notification SO. No. 473 dated 15.03.2018 published in the Gazette on 18.03.2018 to 24.03.2018 at page No. 2261 Survey No. 8/4 published under Kunnathunadu Village, Block No. 36 shall be considered and read Survey No. 18/4 under Kunnathunadu Village, Block No. 36 in English Version.

[F. No. R-12031/196/2017-OR-I/E-19746]

NOAS KINDO, Under Secy.



**कोयला मंत्रालय**

नई दिल्ली, 13 दिसम्बर, 2018

**का.आ. 1795.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किये जाने की संभावना है;

और उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्या पीबीसीबी/राजस्व योजना /2018-19/01ए, तारीख 15 नवम्बर, 2018 का निरीक्षण, महाप्रबंधक (भू-सम्पदा), भारत कोकिंग कोल लिमिटेड, कोयला भवन, कोयला नगर, धनबाद- 826005 या महाप्रबंधक, विक्रमशिला क्षेत्र/ निदेशक (तकनीकी ) योजना और परियोजना के तकनीकी सचिव, भारत कोकिंग कोल लिमिटेड, कोयला भवन, कोयला नगर, धनबाद- 826005 या उपायुक्त जिला गोड्डा, झारखण्ड या जिला कलक्टर, भागलपुर, बिहार या महाप्रबंधक (गवेषण प्रभाग), आर.आई.-II, केन्द्रीय खान योजना एवं डिजाइन संस्थान, कोयला भवन काम्पलेक्स, कोयला नगर धनबाद-826005 या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700001 के कार्यालय में किया जा सकता है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है ।

उपर्युक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति -

- (i) संपूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; या
- (ii) उसकी धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्रवाई से हुई या होने वाली संभावित किसी क्षति के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वोक्षण अनुज्ञप्ति के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे के प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उप-धारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चाटों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र के प्रकाशन के तारीख से नब्बे दिन के भीतर महाप्रबंधक, विक्रमशिला क्षेत्र/ निदेशक (तकनीकी) योजना एवं परियोजना के तकनीकी सचिव, भारत कोकिंग कोल लिमिटेड, कोयला भवन, कोयला नगर, धनबाद - 826005, अथवा महाप्रबंधक (भू-सम्पदा), भारत कोकिंग कोल लिमिटेड, कोयला भवन, कोयला नगर, धनबाद -826005 (झारखंड) के कार्यालय को भेजेंगे।

**अनुसूची****पिरपैती- बाराहाट कोल खनन ब्लाक****जिला - गोड्डा (झारखण्ड) और जिला भागलपुर (बिहार)**

(रेखांक संख्या पीबीसीबी/राजस्व योजना /2018-19/01ए, तारीख 15 नवम्बर, 2018 )

**1. जिला – गोड्डा, झारखंड**

क्रम संख्या	मौजा/ग्राम	थाना संख्या	ग्राम/थाना संख्या	जिला का नाम	क्षेत्रफल (हेक्टेयर में) (लगभग)	क्षेत्रफल (एकड़ में) (लगभग)	टिप्पणियां
1	सिवनपुर/ सिमानपुर	महगामां	09	गोड्डा	91.104	225.118	भाग
2	खिरौंधी	महगामां	10	गोड्डा	99.117	244.918	भाग

क्रम संख्या	मौजा/ग्राम	थाना संख्या	ग्राम/थाना संख्या	जिला का नाम	क्षेत्रफल (हेक्टेयर में) (लगभग)	क्षेत्रफल (एकड़ में) (लगभग)	टिप्पणियां
3	खर्थी	महगामां	11	गोड्डा	79.606	196.706	संपूर्ण
4	परसा	महगामां	12	गोड्डा	185.175	457.567	संपूर्ण
5	अमौर	महगामां	13	गोड्डा	242.029	598.054	संपूर्ण
6	नदीवान	महगामां	14	गोड्डा	26.730	66.050	संपूर्ण
7	खिरौंधा	महगामां	15	गोड्डा	108.725	268.659	भाग
8	सुरनी	महगामां	16	गोड्डा	10.00	24.710	भाग
9	दोई	महगामां	321	गोड्डा	167.271	413.327	भाग
10	दरियाचक	महगामां	330	गोड्डा	23.747	58.680	भाग
11	घोरिचक	महगामां	331	गोड्डा	23.927	59.124	संपूर्ण
12	गौसी प्रतापपुर	महगामां	336	गोड्डा	26.00	64.246	भाग
13	कुमारडीहा	महगामां	338	गोड्डा	99.00	244.629	संपूर्ण
14	उदवाचक	महगामां	339	गोड्डा	19.00	46.949	संपूर्ण
15	चौरा	महगामां	340	गोड्डा	120.953	298.875	संपूर्ण
16	फुदूलियाकिता	महगामां	341	गोड्डा	4.610	11.391	संपूर्ण
17	लकड़मारा	महगामां	342	गोड्डा	266.604	658.778	संपूर्ण
18	मजगैन	महगामां	343	गोड्डा	25.00	61.775	संपूर्ण
19	नीमा	महगामां	344	गोड्डा	51.00	126.021	संपूर्ण
20	उदयपुर बेहरा	महगामां	345	गोड्डा	59.00	145.789	संपूर्ण
21	चितरसेन बेहरा	महगामां	346	गोड्डा	29.00	71.659	संपूर्ण
22	मसुदनपुर घोरिकिता	महगामां	347	गोड्डा	79.50	196.445	आंशिक
23	जिताचक्र	महगामां	348	गोड्डा	8.00	19.768	संपूर्ण
24	दरियापुर	महगामां	349	गोड्डा	86.985	214.940	संपूर्ण

क्रम संख्या	मौजा/ग्राम	थाना संख्या	ग्राम/थाना संख्या	जिला का नाम	क्षेत्रफल (हेक्टेयर में) (लगभग)	क्षेत्रफल (एकड़ में) (लगभग)	टिप्पणियां
25	धनकुरिया	महगामां	354	गोड्डा	143.648	354.955	भाग
26	सिंगारपुर	महगामां	371	गोड्डा	73.581	181.819	भाग
				कुल क्षेत्रफल:	<b>2149.312</b>	<b>5310.952</b>	

## 2. जिला - भागलपुर, बिहार:

क्रम संख्या	मौजा/ग्राम	थाना संख्या	ग्राम/थाना संख्या	जिला का नाम	क्षेत्रफल (हेक्टेयर में) (लगभग)	क्षेत्रफल (एकड़ में) (लगभग)	टिप्पणियां
1.	कैरिया	कोलगंग	312	भागलपुर	140.594	347.408	भाग
2.	महगावां	कोलगंग	313	भागलपुर	145.733	360.106	संपूर्ण
3.	विशुनपूर महगावां मिलिक	कोलगंग	314	भागलपुर	17.00	42.007	संपूर्ण
4.	करहरा बसंतपुर मिलिक	कोलगंग	315	भागलपुर	1.00	2.471	संपूर्ण
5.	वाशुदेवपुर भलुआ अराजी	कोलगंग	316	भागलपुर	18.00	44.478	संपूर्ण
6.	करहरा वाशुदेवपुर मिलिक	कोलगंग	317	भागलपुर	12.00	29.652	संपूर्ण
7.	भलुआ	कोलगंग	318	भागलपुर	70.00	172.970	भाग
8.	भलुआ सुजान	कोलगंग	319	भागलपुर	51.00	126.021	भाग
9.	महगावां मिलिक	कोलगंग	332	भागलपुर	13.00	32.123	भाग
10.	सेमारिया	कोलगंग	333	भागलपुर	140.00	345.940	भाग
11.	कैरिया मिलिक	कोलगंग	334	भागलपुर	16.00	39.536	संपूर्ण
				कुल क्षेत्रफल:	<b>624.327</b>	<b>1542.712</b>	

कुल क्षेत्रफल (2149.312 हेक्टेयर + 624.327 हेक्टेयर) = 2773.639 हेक्टेयर (लगभग)

या (5310.952 एकड़ + 1542.712 एकड़) = 6853.664 एकड़ (लगभग)

**सीमा-वर्णन:**

1. 1-2 कैरिया मौजा में बिंदु सं. '1' से रेखा शुरू होकर दक्षिण-पूर्व दिशा की ओर कैरिया मौजा में बिंदु सं. 2 तक जाती है।
2. 2-3 कैरिया मौजा में बिंदु सं. '2' से रेखा शुरू होकर उत्तर-पूर्व दिशा की ओर कैरिया मौजा में बिंदु सं. 3 तक जाती है।
3. 3-4 कैरिया मौजा में बिंदु सं. '3' से रेखा शुरू होकर उत्तर-पूर्व दिशा में मौजा कैरिया में धुलिया नाला के बिंदु सं. 4 तक जाती है।
4. 4-24 मौजा कैरिया में धुलिया नाला के बिंदु सं. '4' से रेखा शुरू होती है मौजा - कैरिया, खिरौंधी, शिवानपुर, खिरौंधा, अमौर, नदियावा एवं दोई होते हुए धुलिया नाला के साथ-साथ दक्षिण-पूर्व दिशा की ओर दोई में राष्ट्रीय उच्च मार्ग (एनएच) - 133 पर बिंदु सं. 24 तक जाती है।
5. 24-28 मौजा दोई में बिंदु सं. '24' से रेखा शुरू होती है और राष्ट्रीय राजमार्ग 133 के साथ-साथ दक्षिण दिशा की ओर मौजा दोई, कुमारडिहा, गौसी प्रतापपुर, घोड़ीचक और दरियाचक होते हुए दरियाचक मौजा में बिंदु सं. 28 तक जाती है।
6. 28-29 बिंदु सं. '28' से रेखा शुरू होती है और मौजा दरियाचक, सिंगारपुर, धनकुरिया से होते हुए दक्षिण-पश्चिम दिशा की ओर धनकुरिया मौजा में बिंदु सं. 29 तक जाती है।
7. 29-30 धनकुरिया मौजा में बिंदु सं. '29' से रेखा शुरू होती है और धनकुरिया, दरियापुर, मसुदनपुर घोरिकिता तथा भलुआसुजान मौजा से होते हुए उत्तर-पश्चिम दिशा की ओर भलुआसुजान मौजा में बिंदु सं. 30 तक जाती है।
8. 30-31 भलुआसुजान मौजा में बिंदु सं. '30' से रेखा शुरू होती है तथा भलुआसुजान एवं भलुआ होते हुए उत्तर-पश्चिम दिशा की ओर भलुआ मौजा में बिंदु सं. 31 तक जाती है।
9. 31-35 भलुआ मौजा में बिंदु सं. '31' से रेखा शुरू होती है तथा भलुआ और बासदेवपुर भलुआ अराजी मौजा होते हुए उत्तर-पश्चिम दिशा की ओर बासदेवपुर भलुआ अराजी मौजा में बिंदु सं. 35 तक जाती है।
10. 35-39 बासदेवपुर भलुआ अराजी मौजा में बिंदु सं. '35' से रेखा शुरू होती है तथा बासदेवपुर भलुआ अराजी, महागावां मिलिक तथा सिमरिया मौजा से होते हुए उत्तर-पश्चिम दिशा की ओर मौजा सिमरिया में बिंदु सं. 39 तक जाती है।
11. 39-40 सिमरिया मौजा में बिंदु सं. '39' से रेखा शुरू होती है तथा सिमरिया मौजा से होते हुए उत्तर दिशा की ओर सिमरिया मौजा में बिंदु सं. '40' तक जाती है।
12. 40-1 सिमरिया मौजा में बिंदु सं. '40' से रेखा शुरू होती है तथा सिमरिया एवं कैरिया मौजा होते हुए उत्तर-पूर्व दिशा की ओर (सीमा के प्रारंभिक बिंदु से) कैरिया मौजा में बिंदु सं. 1 में जाकर मिलती है।

[ फा. सं. 43015/17/2018—एलए एण्ड आईआर ]

आर.एस. सरोज, अवर सचिव

**MINISTRY OF COAL**

New Delhi, the 13<sup>th</sup> December, 2018

**S.O. 1795.**—Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality described in the Schedule annexed to this notification;

And, whereas the plan bearing number PBCB/Revenue plan/2018-19/01A, dated the 15<sup>th</sup> November, 2018, containing details of the area of land described in the said Schedule may be inspected at the office of the Bharat Coking Coal Limited (Estate Department), Koyla Bhawan, Koyla Nagar, Dhanbad-826005 or at the office of the General Manager, Vikramshila Area/TS to D(T) P&P, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad - 826005 or Deputy Commissioner, District Godda (Jharkhand) and District Collector, District Bhagalpur (Bihar) or at the

office of the General Manager (Exploration Division), Regional Institute(II), Central Mine Planning and Design Institute, Koyla Bhawan Complex , Koyla Nagar , Dhanbad - 826005 or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from lands described in the said Schedule.

Any person interested in the land described in the above mentioned Schedule may -

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 thereof,

to the office of the General Manager, Vikramshila Area/TS to D(T)P&P, Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad-826005 (Jharkhand) or General Manager (Estate) , Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, Dhanbad-826005 (Jharkhand) within a period of ninety days from the date of publication of this notification.

### SCHEDULE

#### PIRPAINTI-BARAHAT COAL MINING BLOCK

#### DISTRICT GODDA (JHARKHAND) AND DISTRICT BHAGALPUR (BIHAR)

(Plan bearing number PBCB/Revenue Plan/2018-19/01A, dated the 15<sup>th</sup> November, 2018)

##### 1. DISTRICT – GODDA, JHARKHAND:

Sl. No.	Mouza/Village	Thana number	Village/Thana number	Name of District	Area (in hectares) (Approx.)	Area (in acres) (Approx.)	Remarks
1	Shiwanpur/Shimanpur	Mahagama	09	Godda	91.104	225.118	PART
2	Khiroundhi	Mahagama	10	Godda	99.117	244.918	PART
3	Khatti	Mahagama	11	Godda	79.606	196.706	FULL
4	Parsa	Mahagama	12	Godda	185.175	457.567	FULL
5	Amour	Mahagama	13	Godda	242.029	598.054	FULL
6	Nadiwan	Mahagama	14	Godda	26.730	66.050	FULL
7	Khiroundha	Mahagama	15	Godda	108.725	268.659	PART
8	Surni	Mahagama	16	Godda	10.00	24.710	PART
9	Doi	Mahagama	321	Godda	167.271	413.327	PART
10	Dariachak	Mahagama	330	Godda	23.747	58.680	PART
11	Ghorichak	Mahagama	331	Godda	23.927	59.124	FULL
12	Gousi Pratappur	Mahagama	336	Godda	26.00	64.246	PART
13	Kumardiha	Mahagama	338	Godda	99.000	244.629	FULL
14	Udwachak	Mahagama	339	Godda	19.00	46.949	FULL
15	Chaura	Mahagama	340	Godda	120.953	298.875	FULL
16	Fuduliakita	Mahagama	341	Godda	4.610	11.391	FULL
17	Lakarmara	Mahagama	342	Godda	266.604	658.778	FULL
18	Majgain	Mahagama	343	Godda	25.00	61.775	FULL
19	Nima	Mahagama	344	Godda	51.000	126.021	FULL
20	Udaypur Behra	Mahagama	345	Godda	59.00	145.789	FULL
21	Chitarsen Behra	Mahagama	346	Godda	29.000	71.659	FULL
22	Masudanpur Ghorikita	Mahagama	347	Godda	79.50	196.445	PART
23	Jitachak	Mahagama	348	Godda	8.000	19.768	FULL
24	Dariapur	Mahagama	349	Godda	86.985	214.940	FULL
25	Dhankuria	Mahagama	354	Godda	143.648	354.955	PART
26	Singarpur	Mahagama	371	Godda	73.581	181.819	PART
			<b>Total area:</b>		<b>2149.312</b>	<b>5310.952</b>	

2. **DISTRICT – BHAGALPUR, BIHAR:**

Sl. No.	Mouza/ Village	Thana number	Village/Thana number	Name of District	Area (in hectares (approximately))	Area (in acres) (approximately)	Remarks
1	Kairia	Kolgang	312	Bhagalpur	140.594	347.408	PART
2	Mahagawa	Kolgang	313	Bhagalpur	145.733	360.106	FULL
3	Bishunpur Mahagawa Milik	Kolgang	314	Bhagalpur	17.00	42.007	FULL
4	Karhara Basantpur Milik	Kolgang	315	Bhagalpur	1.00	2.471	FULL
5	Basdeopur Bhalua Arazi	Kolgang	316	Bhagalpur	18.00	44.478	FULL
6	Karhara Basdeopur Milik	Kolgang	317	Bhagalpur	12.00	29.652	FULL
7	Bhalua	Kolgang	318	Bhagalpur	70.00	172.970	PART
8	Bhalua Suzan	Kolgang	319	Bhagalpur	51.00	126.021	PART
9	Mahagawa Milik	Kolgang	332	Bhagalpur	13.00	32.123	PART
10	Semaria	Kolgang	333	Bhagalpur	140.00	345.940	PART
11	Kairia Milik	Kolgang	334	Bhagalpur	16.00	39.536	FULL
			<b>Total Area:</b>		<b>624.327</b>	<b>1542.712</b>	

**Grand Total: (2149.312 hectares + 624.327 hectares)= 2773.639 hectares (approximately)  
or (5310.952 acres + 1542.712 acres) = 6853.664 acres (approximately)**

**Boundary Description:**

- 1-2 Line starts from point no.-‘1’ in Mouza - Kairia towards South-East direction up to point no.- 2 in Mouza Kairia.
- 2-3 Line starts from point no.-‘2’ in Mouza Kairia towards North -East direction up to point no.-3 in Mouza Kairia.
- 3-4 Line starts from point no.-‘3’ in Mouza Kairia towards North -East direction up to point no.-4 at Dhulia Nala in Mouza Kairia.
- 4-24 Line starts from point no.-‘4’ at Dhulia Nala in Mouza Kairia and passing towards South-East direction along Dhulia Nala through Mouza-Kairia, Khiraundhi, Shiwanpur, Khiraundha, Amour,Nadiawa and Doi up to point no.-24 at National Highway – 133 in Mouza Doi.
- 24-28 Line starts from point no.-‘24’ in Mouza Doi and passes along National Highway - 133 towards Southward direction through Mouza- Doi, Kumardiha, Gousi Pratapur, Ghorichak and Dariachak up to point no.-28 in Mouza – Dariachak.
- 28-29 Line starts from point no.-‘28’ passing towards South West direction through Mouza-Dariachak, Singarpur, Dhankuria up to the point no. - 29 in Mouza – Dhankuria.
- 29-30 Line starts from point no.-‘29’ in Mouza –Dhankuria and passing towards North-West direction through Mauza- Dhankuria, Dariyapur, Masudanpur Ghorikita and Bhaluasujan up to point no.-30 in Mouza- Bhalua Sujan.
- 30-31 Line starts from point no.-‘30’ in Mouza- Bhalua Sujan passing towards North-West direction through Mouza Bhalua Sujan & Bhalua upto point no. - 31 in Mouza-Bhalua.
- 31-35 Line starts from point no.-‘31’ in Mouza-Bhalua and passes towards North-West direction through Mouza - Bhalua and Basdeopur Bhalua Arazi up to point no.-35 in Mouza Basdeopur Bhalua Arazi.
- 35-39 Line starts from point no.-‘35’ in Mouza Basdeopur Bhalua Arazi and passes towards North-West direction through Mouza Basdeopur Bhalua Arazi ,Mahagama Milik and Semaria up to point no.- 39 in Mouza Semaria.
- 39-40 Line starts from point no.-‘39’ in Mouza Semaria passing towards North direction through Mouza- Semaria up to point no.-‘40’ in Mouza Semaria.
- 40-1 Line starts from point no.-‘40’ in Mouza Semaria and passes towards North-East direction through Mouza Semaria and Kairia and meets the point no.-1 in Mouza Kairia (Starting point of boundary).

[ F. No. 43015/17/2018-LA&IR]  
R.S. SAROJ, Under Sey.

नई दिल्ली, 13 दिसम्बर, 2018

**का.आ. 1796.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किये जाने की संभावना है;

और, उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्या यूपीआरवीयूएनएल/4(1)/योजना/राजस्व/01, तारीख 24 सितम्बर, 2018 का निरीक्षण मुख्य इंजीनियर का कार्यालय, उत्तर प्रदेश राज्य विद्युत उत्पादन निगम लिमिटेड, चौथा तल टीसी, 46/वी, समाज कल्याण भवन, विभूति खंड, गोमती नगर, लखनऊ-226010(उत्तर प्रदेश) के कार्यालय अथवा मुख्य महा प्रबंधक (खोज प्रभाग), केन्द्रीय खनन योजना और डिजाइन संस्थान लिमिटेड, गोंडवाना प्लेस, कांके रोड, रांची (झारखंड) के कार्यालय अथवा कोयला नियंत्रक का कार्यालय, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 अथवा उपायुक्त का कार्यालय, कलकटरी कार्यालय, दुमका जिला, दुमका, झारखंड-814101 में किया जा सकता है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति -

- (i) संपूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; अथवा
- (ii) उसकी धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से हुई या होने वाली संभावित किसी क्षति के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; अथवा
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वोक्षण अनुज्ञप्ति के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे के प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उप-धारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चाटों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र के प्रकाशन के तारीख से नब्बे दिन के भीतर मुख्य इंजीनियर का कार्यालय, उत्तर प्रदेश राज्य विद्युत उत्पादन निगम लिमिटेड, चौथा तल टीसी, 46/वी, समाज कल्याण भवन, विभूति खंड, गोमती नगर, लखनऊ-226010 के कार्यालय को भेजेगें।

### अनुसूची

#### सहारपुर – जाम्नापानी कोयला ब्लॉक

#### जिला दुमका, झारखंड

(रेखांक संख्या यूपीआरवीयूएनएल/(1)4/योजना/राजस्व01/, तारीख 24 सितम्बर, 2108)

क्र. सं.	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्रफल हेक्टेयर में (लगभग)	टिप्पणियां
1.	कौरिगढ़	32	शिकारीपाड़ा	दुमका	48.53	भाग
2.	धोलकाटा	1	शिकारीपाड़ा	दुमका	124.73	भाग
3.	पहारमचुआन	2	शिकारीपाड़ा	दुमका	6.60	भाग
4.	सिमानिजोर	4	शिकारीपाड़ा	दुमका	40.50	भाग
5.	डलडली	5	शिकारीपाड़ा	दुमका	125.14	भाग
6.	लैंगालभांग	7	शिकारीपाड़ा	दुमका	49.28	पूर्ण

7.	पटपहाड़ी	6	शिकारीपाड़ा	दुमका	47.26	पूर्ण
8.	पोखरिया	4	शिकारीपाड़ा	दुमका	16.10	भाग
9.	माझिलाडिह	6	शिकारीपाड़ा	दुमका	143.20	भाग
10.	निझोर	5	शिकारीपाड़ा	दुमका	87.76	पूर्ण
11.	पहाड़पुर	13	शिकारीपाड़ा	दुमका	17.45	भाग
12.	पोराबंसरी	14	शिकारीपाड़ा	दुमका	16.52	भाग
13.	सारसदांगा	12	शिकारीपाड़ा	दुमका	164.44	भाग
14.	जाम्मोपानी	11	शिकारीपाड़ा	दुमका	179.70	भाग
15.	छोटा चापिरिया	14	शिकारीपाड़ा	दुमका	2.50	भाग
16.	बड़ा चापिरिया	15	शिकारीपाड़ा	दुमका	5.09	भाग
17.	लताकंदर	10	शिकारीपाड़ा	दुमका	13.13	भाग
18.	मक्रापहाड़ी	8	शिकारीपाड़ा	दुमका	282.93	भाग
19.	हुलसदांगा	2	शिकारीपाड़ा	दुमका	48.56	भाग
20.	माहुलबाना	25	शिकारीपाड़ा	दुमका	26.05	भाग
21.	चिरुडिह	3	शिकारीपाड़ा	दुमका	64.55	भाग
<b>कुल क्षेत्रफल :-1510.02 हेक्टेयर (लगभग) अथवा 3731.26 एकड़ (लगभग)</b>						

#### सीमा-वर्णन :

- रेखा 1-2: रेखा, कौरिगढ़ ग्राम (थाना संख्या 04/0032) के मध्य भाग में बिन्दु '1' से प्रारंभ होती है, जो पूर्वी दिशा में मुड़ते हुए ग्राम सिमानीजोड़ (थाना संख्या 01/0004) से गुजरती है और डालडाली ग्राम (थाना संख्या 01/0005) के दक्षिण-पश्चिम भाग में बिन्दु '2' पर समाप्त होती है।
- रेखा 2-3: रेखा, डालडाली ग्राम (थाना संख्या 01/0005) के दक्षिण-पश्चिम भाग में बिन्दु '2' से प्रारंभ होती है, जो उत्तरी दिशा में मुड़ते हुए ग्राम सिमानीजोड़ (थाना संख्या 01/0004) और चिरुडिह (थाना संख्या 01/0003) से गुजरती है और माहुलबाना ग्राम (थाना संख्या 04/0025) के मध्य भाग में बिन्दु '3' पर समाप्त होती है।
- रेखा 3-4: रेखा, माहुलबाना ग्राम (थाना संख्या 04/0025) के मध्य भाग में बिन्दु '3' से प्रारंभ होती है, जो उत्तर-पूर्वी दिशा में मुड़ते हुए ग्राम हुलासदांगा (थाना संख्या 01/0002) के मध्य भाग में बिन्दु '4' पर समाप्त होती है।
- रेखा 4-5: रेखा, ग्राम हुलासदांगा (थाना संख्या 01/0002) के मध्य भाग में बिन्दु '4' से प्रारंभ होती है, जो पूर्वी दिशा में मुड़ते हुए ग्राम हुलासदांगा (थाना संख्या 01/0002) के मध्य भाग में बिन्दु '5' पर समाप्त होती है।
- रेखा 5-6: रेखा, ग्राम हुलासदांगा (थाना संख्या 01/0002) के मध्य भाग में बिन्दु '5' से प्रारंभ होती है, जो दक्षिण-पूर्वी दिशा में मुड़ते हुए ग्राम मक्रापहाड़ी (थाना संख्या 01/0008) के उत्तरी भाग में बिन्दु '6' पर समाप्त होती है।
- रेखा 6-7: रेखा, ग्राम मक्रापहाड़ी (थाना संख्या 01/0008) के उत्तरी भाग में बिन्दु '6' से प्रारंभ होती है, जो दक्षिण-पूर्वी दिशा में मुड़ते हुए ग्राम मक्रापहाड़ी (थाना संख्या 01/0008) के मध्य भाग में बिन्दु '7' पर समाप्त होती है।
- रेखा 7-8: रेखा, ग्राम मक्रापहाड़ी (थाना संख्या 01/0008) के मध्य भाग में बिन्दु '7' से प्रारंभ होती है, जो दक्षिण-पूर्वी दिशा में मुड़ते हुए ग्राम जाम्मोपानी (थाना संख्या 01/0011) के उत्तर-पश्चिमी भाग में बिन्दु '8' पर समाप्त होती है।
- रेखा 8-9: रेखा, ग्राम जाम्मोपानी (थाना संख्या 01/0011) के उत्तर-पश्चिमी भाग में बिन्दु '8' से प्रारंभ होती है, जो



उत्तर-पूर्वी दिशा में मुड़ते हुए ग्राम लताकंदर (थाना संख्या 01/0010) के दक्षिण-पश्चिमी भाग में ग्राम लताकंदर (थाना संख्या 01/0010) और ग्राम जाम्बुपानी (थाना संख्या 01/0011) की सीमा के निकट बिन्दु '9' पर समाप्त होती है।

- [illegible]

पश्चिमी दिशा में मुड़ते हुए ग्राम डालडाली (थाना संख्या 01/0005) के मध्य भाग में बिन्दु '21' पर समाप्त होती है।

- 21) रेखा 21-22: रेखा, ग्राम डालडाली (थाना संख्या 01/0005) के मध्य भाग में बिन्दु '21' से प्रारंभ होती है, जो दक्षिणी-पश्चिमी दिशा में मुड़ते हुए ग्राम डालडाली (थाना संख्या 01/0005) के दक्षिणी-पश्चिमी भाग में बिन्दु '22' पर समाप्त होती है।
- 22) रेखा 22-23: रेखा, ग्राम डालडाली (थाना संख्या 01/0005) के दक्षिणी-पश्चिमी भाग में बिन्दु '22' से प्रारंभ होती है, जो दक्षिणी-पश्चिमी दिशा में मुड़ते हुए ग्राम धोलकाटा (थाना संख्या 05/0001) के पूर्वी भाग में बिन्दु '23' पर समाप्त होती है।
- 23) रेखा 23-24: रेखा, ग्राम धोलकाटा (थाना संख्या 05/0001) के पूर्वी भाग में बिन्दु '23' से प्रारंभ होती है, जो दक्षिणी-पश्चिमी दिशा में मुड़ते हुए ग्राम पहारमचुआन (थाना संख्या 05/0002) के उत्तर-पूर्वी भाग में बिन्दु '24' पर समाप्त होती है।
- 24) रेखा 24-25 : रेखा, ग्राम पहारमचुआन (थाना संख्या 05/0002) के उत्तर-पूर्वी भाग में ग्राम धोलकाटा (थाना संख्या 05/0001) और ग्राम पहारमचुआन (थाना संख्या 05/0002) की सीमा के निकट बिन्दु '24' से प्रारंभ होती है, जो उत्तर-पश्चिमी दिशा में मुड़ते हुए ग्राम कोरिगढ़ (थाना संख्या 04/0032) के मध्य भाग में बिन्दु '25' पर समाप्त होती है।
- 25) रेखा 25-1 : रेखा, ग्राम कोरिगढ़ (थाना संख्या 04/0032) के मध्य भाग में बिन्दु '25' से प्रारंभ होती है, जो उत्तर दिशा में मुड़ते हुए ग्राम कोरिगढ़ (थाना संख्या 04/0032) के उत्तर-पश्चिमी भाग में बिन्दु '1' पर समाप्त होती है।

[फा. सं. 43015/16/2018-एलए एण्ड आईआर]

आर. एस. सरोज, अवर सचिव

New Delhi, the 13th December, 2018

**S.O. 1796.**—Whereas it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed to this notification;

And, whereas the plan bearing number UPRVUNL/ 4(1) / Plan / Revenue / 01, dated the 24<sup>th</sup> September, 2018 containing details of the area of land described in the said Schedule may be inspected at the office of the Chief Engineer, Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited, 4th Floor TC, 46/V, Samaj Kalyan Building, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (Uttar Pradesh) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or at the office of the Deputy Commissioner, Collectorate Office, Dumka District, Dumka, Jharkhand - 814101.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the said Schedule.

Any person interested in the land described in the said Schedule may, –

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- (iii) claim compensation under sub-section (1) of section 13 of the Act in respect of prospecting licenses ceasing to have effect or under sub - section (4) of section 13 of the Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub- section (1) of section 13 thereof,

to the officer of the Chief Engineer, Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited, 4th Floor TC, 46/V, Samaj Kalyan Building, Vibhuti Khand, Gomti Nagar, Lucknow - 226010 within a period of ninety days from the date of publication of this notification.

## SCHEDULE

**SAHARPUR – JAMARPANI COAL BLOCK**  
**DISTRICT DUMKA, JHARKHAND**

[ Plan bearing number UPRVUNL/4(1)/Plan/Revenue/01,dated the 24<sup>th</sup> September, 2018]

Sl. No.	Name of village	Patwari Circle number / Thana number	Tahesil	District	Area in hectare (approximately)	Remarks
1.	Kourigarh	32	Shikaripada	Dumka	48.53	Part
2.	Dholkata	1	Shikaripada	Dumka	124.73	Part
3.	Paharamchuan	2	Shikaripada	Dumka	6.60	Part
4.	Simanijor	4	Shikaripada	Dumka	40.50	Part
5.	Daldali	5	Shikaripada	Dumka	125.14	Part
6.	Langalbhangra	7	Shikaripada	Dumka	49.28	Full
7.	Patpahari	6	Shikaripada	Dumka	47.26	Full
8.	Pokharia	4	Shikaripada	Dumka	16.10	Part
9.	Majhiladih	6	Shikaripada	Dumka	143.20	Part
10.	Nijhor	5	Shikaripada	Dumka	87.76	Full
11.	Paharpur	13	Shikaripada	Dumka	17.45	Part
12.	Porabansri	14	Shikaripada	Dumka	16.52	Part
13.	Sarasdanga	12	Shikaripada	Dumka	164.44	Part
14.	Jamropani	11	Shikaripada	Dumka	179.70	Part
15.	Chhota Chapiria	14	Shikaripada	Dumka	2.50	Part
16.	Bara Chapiria	15	Shikaripada	Dumka	5.09	Part
17.	LataKander	10	Shikaripada	Dumka	13.13	Part
18.	Makrapahari	8	Shikaripada	Dumka	282.93	Part
19.	Hulasdanga	2	Shikaripada	Dumka	48.56	Part
20.	Mahulbana	25	Shikaripada	Dumka	26.05	Part
21.	Chirudih	3	Shikaripada	Dumka	64.55	Part
<b>Total area : 1510.02 hectares (approximately) or 3731.26 acres (approximately)</b>						

**Boundary description:**

- Line 1-2: The line starts at point '1' in the middle part of the Kourigarh village (Thana Number 04/0032) trending in easterly direction passing through village Simanijor (Thana number 01/0004) and ends at point '2' in the south west part of Daldali village (Thana Number 01/0005).

- 2) Line 2-3: The line starts at point '2' in the south west part of Daldali village (Thana Number 01/0005) trending in northerly direction passing through village Simanijor (Thana number 01/0004) & Chirudih (Thana number 01/0003) and ends at point '3' in the middle part of Mahulbana village (Thana Number 04/0025).
- 3) Line 3-4: The line starts at point '3' in the middle part of Mahulbana village (Thana Number 04/0025) trending in north-easterly direction and ends at point '4' in the middle part of Hulasdanga village (Thana Number 01/0002).
- 4) Line 4-5: The line starts at point '4' in the middle part of Hulasdanga village (Thana Number 01/0002) trending in easterly direction and ends at point '5' in the middle part of Hulasdanga village (Thana Number 01/0002).
- 5) Line 5-6: The line starts at point '5' in the middle part of Hulasdanga village (Thana Number 01/0002) trending in south-easterly direction and ends at point '6' in the northern part of Makrapahari village (Thana Number 01/0008).
- 6) Line 6-7: The line starts at point '6' in the northern part of Makrapahari village (Thana Number 01/0008) trending in south-easterly direction and ends at point '7' in the middle part of Makrapahari village (Thana Number 01/0008).
- 7) Line 7-8: The line starts at point '7' in the middle part of Makrapahari village (Thana Number 01/0008) trending south-easterly direction and ends at point '8' in the north-west part of Jamorpani village (Thana Number 01/0011).
- 8) Line 8-9: The line starts at point '8' in the north-western part of Jamorpani village (Thana Number 01/0011) trending north-easterly direction and ends at point '9' in the south western part of Latakander village (Thana Number 01/0010) close to the village boundary of Latakander village (Thana Number 01/0010) and Jamorpani village (Thana Number 01/0011).
- 9) Line 9-10: The line starts at point '9' in the south western boundary of Latakander village (Thana Number 01/0010) close to the village boundary of Latakander village (Thana Number 01/0010) and Jamorpani village (Thana Number 01/0011) trending north-easterly direction and ends at point '10' in the middle part of Latakander village (Thana Number 01/0010).
- 10) Line 10-11: The line starts at point '10' in the middle part of Latakander village (Thana Number 01/0010) trending south-easterly direction and ends at point '11' in the south-eastern part of Bara Chaparia (Thana Number 01/0015) close to the village boundary of Bara Chaparia (Thana Number 01/0015) and Chota Chaparia (Thana Number 01/0014).
- 11) Line 11-12: The line starts at point '11' in the eastern part of Bara Chaparia (Thana Number 01/0015) close to the village boundary of Bara Chaparia (Thana Number 01/0015) and Chota Chaparia (Thana Number 01/0014) trending southerly direction and ends at point '12' in the north-eastern part of Sarasdangal village (Thana Number 01/0012).
- 12) Line 12-13: The line starts at point '12' in the north-eastern part of Sarasdangal village (Thana Number 01/0012) trending south-westerly direction and ends at point '13' in middle part of Sarasdangal village (Thana Number 01/0012).
- 13) Line 13-14: The line starts at point '13' in the middle part of Sarasdangal village (Thana Number 01/0012) trending south-westerly direction and ends at point '14' in the south-western part of Sarasdangal village (Thana Number 01/0012).
- 14) Line 14-15: The line starts at point '14' in the south-western part of Sarasdangal village (Thana Number 01/0012) trending south-easterly direction and ends at point '15' in the south-eastern part of Sarasdangal village (Thana Number 01/0012).
- 15) Line 15-16: The line starts at point '15' in the south-eastern part of Sarasdangal village (Thana Number 01/0012) trending south-westerly direction and ends at point '16' in the north-eastern part of Porabansri village close to the village boundary of Porabansri village (Thana Number 05/0014) and Sarasdangal village (Thana Number 01/0012).
- 16) Line 16-17: The line starts at point '16' in the north-eastern part of Porabansri village (Thana Number 05/0014) close to the village boundary of Porabansri village (Thana Number 05/0014) and Sarasdangal village (Thana Number 01/0012) trending westerly direction passing through village Paharpur (Thana number 05/0013) and ends at point '17' in the eastern part of Majhiladih village (Thana Number 05/0006).
- 17) Line 17-18: The line starts at point '17' in the eastern part of Majhiladih village (Thana Number 05/0006) trending north-westerly direction and ends at point '18' in the western part of Majhiladih village (Thana Number 05/0006).
- 18) Line 18-19: The line starts at point '18' in the western part of Majhiladih village (Thana Number 05/0006) trending north-westerly direction and ends at point '19' in the middle part of Pokharia village (Thana Number 05/0004).
- 19) Line 19-20: The line starts at point '19' in the middle part of the Pokharia village (Thana Number 05/0004) trending north-easterly direction and ends at point '20' in the south-eastern part of Daldali village (Thana Number 01/0005) close to the village boundary of Daldali village (Thana Number 01/0005) and Patpahari village (Thana Number 01/0006).
- 20) Line 20-21: The line starts at point '20' in the south-eastern part of Daldali village (Thana Number 01/0005) close

to the village boundary of Daldali village (Thana Number 01/0005) and Patpahari village (Thana Number 01/0006) trending north-westerly direction and ends at point '21' in the middle part of Daldali village (Thana Number 01/0005).

- 21) Line 21-22: The line starts at point '21' in the middle part of Daldali village (Thana Number 01/0005) trending south-westerly direction and ends at point '22' in the south-western part of Daldali village (Thana Number 01/0005).
- 22) Line 22-23: The line starts at point '22' in the south-western part of Daldali village (Thana Number 01/0005) trending south-westerly direction and ends at point '23' in the eastern part of Dholkata village (Thana Number 05/0001).
- 23) Line 23-24: The line starts at point '23' in the eastern part of Dholkata village (Thana Number 05/0001) trending south-westerly direction and ends at point '24' in the north-eastern part of Paharamchuan village (Thana Number 05/0002).
- 24) Line 24-25: The line starts at point '24' in the north-eastern part of Paharamchuan village (Thana Number 05/0002) close to village boundary of Dholkata village (Thana Number 05/0001) and Paharamchuan village (Thana Number 05/0002) trending north-westerly direction and ends at point '25' in the middle part of Kourigarh village (Thana Number 04/0032).
- 25) Line 25-1: The line starts at point '25' in the middle part of Kourigarh village (Thana Number 04/0032) trending northerly direction and ends at point '1' in the north-western part of Kourigarh village (Thana Number 04/0032).

[ F. No. 43015/16/2018-LA&IR ]

RAM SHIROMANI SAROJ, Under Secy.

### उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

#### (खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 12 नवम्बर, 2018

**का. आ. 1797.**—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है:-

1. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, भिवानी, प्लॉट नं. 75, सेक्टर-21, एनसीसीएफ दाल मिल, इन्डस्ट्रीयल एरिया, भिवानी
2. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, असंध, न्यू ग्रेन मार्केट, सिरसल रोड, असंध - 132039
3. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, फतेहाबाद  
मार्केट कमेटी गोदाम, न्यू ग्रेन मार्केट के पास, एसबीआई, फतेहाबाद-125050, जिला - फतेहाबाद
4. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, पलवल  
डायमण्ड हास्पिटल के सामने, गांव अगवानपुर, एनएच-2, पोस्ट आफिस बगोला, पलवल - 121102
5. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, मंडी नेर चौक, मंडी - 175008 (हिमाचल प्रदेश)

6. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, देहरा,  
खावली डोसारका, पोस्ट आफिस- बरवारा, देहरा, जिला- कांगड़ा, हिमाचल प्रदेश - 177101
7. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, गोहाना  
मोर वेयरहाउसिंग कॉम्पलेक्स, जींद रोड, खंडारा मोड़ गोहाना के पास, जिला - सोनीपत
8. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, बरही द्वारा एचएसआईडीसी कॉम्पलेक्स जीटी रोड, प्लॉट नं. 475-478,  
तहसील - गनोर, बरही, जिला - सोनीपत
9. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, कुरुक्षेत्र, पीपली कुरुक्षेत्र रोड, जिला जेल के सामने, सेक्टर-5, कुरुक्षेत्र
10. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, सोलनगांव काथक, पोस्ट ऑफिस - चम्बाघाट, सोलन - 173213
11. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, रोहतक, लाल गोदाम, नई अनाज मण्डी, कच्चा बेरी रोड, रोहतक - 124001
12. केंद्रीय भंडारण निगम, सेंट्रल वेयरहाउस, हिसार, सिरसा रोड, हिसार - 125001
13. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, टोहाना  
द्वारा एचएसआईडीसी कॉम्पलेक्स, रेलवे स्टेशन के सामने, टोहाना - 125120, जिला - फतेहाबाद
14. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, सोनीपत नियर कालुपुर चुंगी, पुरानी रोहतक रोड, सोनीपत - 130001
15. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, सिरसा  
प्लॉट नं. 7-22 एचएसआईडीसी कॉम्पलेक्स, दिल्ली पुल के पास, हिसार रोड, सिरसा- 125055
16. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, मंडी आदमपुर, जिला - हिसार 125052
17. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, करनाल - III, बजिदा जाटन रोड, जंदला गेट के बाहर, करनाल - 132001
18. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, नरवाना, न्यू अनाज मंडी, नरवाना, जिला - जींद - 126116
19. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, कैथल,  
सनशाईन स्कूल के सामने, जींद रोड, पोस्ट बॉक्स नं. 26, कैथल - 136027
20. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, उकलाना, ग्रेन मार्केट के पास, मार्किट कमेटी गोदाम, सिरसा रोड, उकलाना

21. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, चरखी दादरी, बस स्टैंड के पास, चरखी दादरी, जिला – भिवानी 127306
22. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, जगाधरी, एचएसआईडीसी कॉम्पलेक्स, मानकपुर, जगाधरी - 135001
23. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, इंद्री, सेंट्रल वेयरहाउस, न्यू अनाज मंडी के पास, इंद्री, जिला - करनाल - 132041
24. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, नारायणगढ़, गवर्नमेंट कॉलेज के पास, कुलरपुर रोड, नारायणगढ़, - 134203
25. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, करनाल-I, न्यू अनाज मंडी के पास, मटक मजारी, करनाल -132001
26. केंद्रीय भंडारण निगम,  
सेंट्रल वेयरहाउस, लाडवा, हिनोरी रोड, लाडवा, जिला- कुरुक्षेत्र

[सं. ई-11011/1/2008-हिन्दी]

कमल दत्ता, संयुक्त सचिव

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION****(Department of Food & Public Distribution)**New Delhi, the 12<sup>th</sup> November, 2018

**S.O. 1797.**—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Department Of Food & Public Distribution), whereof more than 80% of staff have acquired the working knowledge of Hindi:

1. Central Warehousing Corporation,  
Central Warehouse, Bhiwani  
Plant No 75, Sector-21, NCCF Dal Mill, Industrial Area, Bhiwani
2. Central Warehousing Corporation,  
Central Warehouse, Assandh  
New Grain Market, Sirsal Road, Assandh-132039
3. Central Warehousing Corporation,  
Central Warehouse, Fatehabad  
Market Committee Godown, Near New Grain Market, SBI,  
District Fatehabad, Fatehabad – 125050
4. Central Warehousing Corporation,  
Central Warehouse, Palwal  
In front of Diamond Hospital, Village Agawanpur,  
NH-2, Post office Bagola, Palwal – 121102
5. Central Warehousing Corporation,  
Central Warehouse, Mandi, Ner Chowk Mandi-175008 (Himachal Pradesh)
6. Central Warehousing Corporation,  
Central Warehouse, Dehra,  
Khabli Dosaraka, Post Office – Barwara, Dehara,  
District- Kangra, Himachal Pradesh – 177101
7. Central Warehousing Corporation,  
Central Warehouse, Gohana  
More Warehousing Complex, Jind Road, Khandara mod, Gohana, District – Sonipat
8. Central Warehousing Corporation,  
Central Warehouse, Barahi  
C/o HSIDC Complex, GT Road, Plant no 475-478,  
Barahi, Tehsil – Ganor, District – Sonipat

9. Central Warehousing Corporation,  
Pipli Kurukshetra Road, in front of the District Jail, Sector-5, Kurukshetra
10. Central Warehousing Corporation,  
Central Warehouse, Solan  
Village Kathak, Post Office – Chambaghat, Solan – 173213
11. Central Warehousing Corporation,  
Central Warehouse, Rohtak  
Lal Godam, Nayi Annaj Mandi, Kachcha Beri Road, Rohtak – 124001
12. Central Warehousing Corporation,  
Central Warehouse, Hisar, Sirsa Road, Hisar – 125001
13. Central Warehousing Corporation,  
Central Warehouse, Tohana  
C/o HSIDC Complex, In front of the Railway Station,  
Tohana – 125120, District – Fatehabad
14. Central Warehousing Corporation,  
Central Warehouse, Sonipat  
Near Kalupur Chungi, Old Rohtak Road, Sonipat – 130001
15. Central Warehousing Corporation,  
Central Warehouse, Sirsa  
Plant no 7-22 HSIDC Complex, Near Delhi Bridge, Hisar Road, Sirsa- 125055
16. Central Warehousing Corporation,  
Central Warehouse, Mandi Adampur, District – Hisar- 125052
17. Central Warehousing Corporation,  
Central Warehouse, Karnal –III  
Bajida Jaatan Road, Outside Jandla Gate, Karnal -132001
18. Central Warehousing Corporation,  
Central Warehouse, Narvaana  
New Grain Market, Narvaana, District- Jind- 126116
19. Central Warehousing Corporation,  
Central Warehouse, Kaithal  
In front of Sunshine School, Jind Road, Post Box No.26, Kaithal – 136027
20. Central Warehousing Corporation,  
Central Warehouse, Uklaana  
Near the Grain Market, Market Committee Godown, Sirsa road, Uklana
21. Central Warehousing Corporation,  
Central Warehouse, Charkhi Dadri  
Near Bus Stand, Charkhari Dadri, District – Bhiwan – 127306
22. Central Warehousing Corporation,  
Central Warehouse, Jagadhari  
HSIDC Complex, Manakpur, Jagadhari – 135001
23. Central Warehousing Corporation,  
Central Warehouse, Indri  
Central Warehouse, Near New Grain Market, Indri, District-Karnal- 132041
24. Central Warehousing Corporation,  
Central Warehouse, Narayangarh  
Near Government College, Kularpur Road, Narayangarh – 134203
25. Central Warehousing Corporation,  
Central Warehouse, Karnal-I  
Near New Grain Market, Matak Majari,  
Karnal – 132001
26. Central Warehousing Corporation,  
Central Warehouse, Ladwa  
Hinori Road, Ladwa, District-Kurukshetra



**वस्त्र मंत्रालय**

नई दिल्ली, 12 दिसम्बर, 2018

**का. आ. 1798.**—केन्द्र सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :

बुनकर सेवा केन्द्र, विकास आयुक्त (हथकरघा) का कार्यालय, खानपारा, गुवाहाटी – 781022

[सं. ई-11016/1/2015-हिंदी]

जया दूबे, संयुक्त सचिव

**MINISTRY OF TEXTILES**New Delhi, the 12<sup>th</sup> December, 2018

**S. O. 1798.**—In pursuance of sub-rule (4) of Rule 10 of Official Language (Use for the official purpose of the union) Rules, 1976, the central Government, hereby notifies the following office of the Ministry of Textiles, more than 80% staff where of have acquired working knowledge of Hindi :

Weavers Service Center, Office of Development Commissioner (Handlooms) Khanapara, Guwahati-781022.

[No. E-11016/1/2015-Hindi]

JAYA DUBEY, Jt. Secy.

**मानव संसाधन विकास मंत्रालय**

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 13 दिसम्बर, 2018

**का. आ. 1799.**—इस मंत्रालय की दिनांक 23 नवम्बर, 2016 और 29 जून, 2017 की समसंख्यक अधिसूचना के अनुसरण में और ओरोविले प्रतिष्ठान अधिनियम 1988 (1988 का 54) की धारा 12 के साथ पठित धारा 11 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा डॉ. के. परमेश्वरन, विधि एसोसिएट प्रोफेसर विधि और पूर्व डीन, अकादमिक कार्य गुजरात राष्ट्रीय विधि विश्वविद्यालय, गांधीनगर, गुजरात को इस अधिसूचना की तारीख से प्रभावी अवधि के लिए और 23 नवम्बर, 2016 की समसंख्यक अधिसूचना के जरिए अधिसूचित ओरोविले प्रतिष्ठान के शासी बोर्ड के आरंभिक गठन के कार्यकाल तक ओरोविले प्रतिष्ठान के शासी बोर्ड का सदस्य मनोनीत करती है।

2. 29 जून, 2017 की समसंख्यक अधिसूचना के जरिए अधिसूचित ओरोविले प्रतिष्ठान के शासी बोर्ड के चार सदस्यों का कार्यकाल एतद्वारा इस अधिसूचना की तारीख से प्रभावी अवधि के लिए और 23 नवम्बर, 2016 की समसंख्यक अधिसूचना के जरिए अधिसूचित ओरोविले प्रतिष्ठान के शासी बोर्ड के आरंभिक गठन के कार्यकाल तक संशोधित करती है।

[फा. सं. 27-9/2012-यूयू]

डॉ. एन. सरवण कुमार, संयुक्त सचिव

**MINISTRY OF HUMAN RESOURCE DEVELOPMENT**

(Department of Higher Education)

New Delhi, the 13<sup>th</sup> December, 2018

**S. O. 1799.**—In continuation of this Ministry's Notifications of even number dated 23<sup>rd</sup> November, 2016 and 29<sup>th</sup> June, 2017 and in exercise of the powers conferred by Section 11 read with section 12, of the Auroville Foundation Act, 1988 (54 of 1988), the Central Government hereby nominates Dr. K. Parameswaran, Associate Professor of Law & Former Dean of Academic Affairs, Gujarat National Law University, Gandhinagar, Gujarat as member of the Governing Board of the Auroville Foundation for a period effective from the date of notification and up to the term of the initial

constitution of the Governing Board of Auroville Foundation, notified vide Notification of even number dated 23<sup>rd</sup> November, 2016.

2. The term of the four members of the Governing Board of Auroville Foundation notified vide notification of even number dated 29<sup>th</sup> June, 2017 is hereby rectified as 'for a period effective from the date of notification and up to the term of the initial constitution of the Governing Board of Auroville Foundation, notified vide Notification of even number dated 23<sup>rd</sup> November, 2016'.

[F. No. 27-9/2012-UU]

DR. N. SARAVANA KUMAR, Jt. Secy.

## परमाणु ऊर्जा विभाग

### (पावर अनुभाग)

मुम्बई, 20 नवम्बर, 2017

**का. आ. 1800.**—केन्द्रीय सरकार, केन्द्रीय विद्युत प्राधिकरण के परामर्श से, विद्युत अधिनियम, 2003 के खण्ड 45 के उप-खण्ड (1) के साथ पठित परमाणु ऊर्जा अधिनियम, 1962 (1962 का 33वाँ) के खण्ड 22 के उप-खण्ड (1) की धारा (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा नीचे दिए अनुसार वे मानदण्ड निर्धारित करती है जिनके अनुसार परमाणु बिजलीघरों द्वारा राज्य विद्युत बोर्ड को और अन्य व्यक्तियों को बिक्री की जाने वाली बिजली का शुल्क निर्धारित किया जाएगा:

### 1.0 तकनीकी मानदण्ड :

#### 1.1 स्थापित क्षमता

परमाणु ऊर्जा आयोग द्वारा अनुमोदित बिजलीघर की यथार्थवादी प्राप्तयोग्य क्षमता अपनाई जाएगी।

#### 1.2 संयंत्र भार गुणक

दाबित भारी पानी रिएक्टर	68.5% (जिसकी पुनरीक्षा इन टैरिफ मानदंड की अधिसूचना की तिथि से 2 वर्ष बाद की जाएगी)
केकेएनपीपी 1 एवं 2	68.5% (जिसकी पुनरीक्षा इन टैरिफ मानदंड की अधिसूचना की तिथि से 2 वर्ष बाद की जाएगी)
बीडब्ल्यूआर – टीएपीएस 1 एवं 2	68.5%

#### 1.3 स्थिरीकरण की अवधि

नये प्रौद्योगिकी वाले रिएक्टरों तथा 700 मेगावाट की पहली इकाई के लिए एक वर्ष की स्थिरीकरण अवधि निर्धारित की जाती है।

#### 1.4 अतिरिक्त खपत

बिजली की अतिरिक्त खपत, विभिन्न प्रकार के रिएक्टरों के लिए मानकीय उत्पादन के प्रतिशत के रूप में निम्नानुसार मानी जाएगी :

रिएक्टर का प्रकार	मानकीय उत्पादन का प्रतिशत
बॉयलिंग वाटर रिएक्टर यूनिट टीएपीएस 1 तथा 2	9%
पीएचडब्ल्यूआर 220 MW (कूलेंट टावर के बिना)	10.50%
पीएचडब्ल्यूआर 220 MW (कूलेंट टावर सहित)	11.75%
पीएचडब्ल्यूआर 540 एवं 700 MW	10.20%

(कूलेंट टावर के बिना)	
पीएचडब्ल्यूआर 700 MW (कूलेंट टावर सहित)	11.25%
साधारण जल रिएक्टर – केकेएनपीपी इकाई 1 एवं 2	7.8% (जिसकी पुनरीक्षा इन टैरिफ मानदंड की अधिसूचना की तिथि से 2 वर्ष बाद की जाएगी)

### 1.5 वार्षिक ईंधन प्रतिप्राप्ति संबंधी प्रभार (एएफआरसी)

दाबित भारी पानी रिएक्टरों के मामले में वार्षिक ईंधन प्रतिप्राप्ति संबंधी प्रभार का निर्धारण इस प्रकार से किया जाएगा कि वर्तमान मूल्य 15 वर्ष की अवधि में 12% की रियायती दर पर ईंधन के आधे प्रभार के मूल्य के बराबर हो जाए। केकेएनपीपी हेतु ईएमसीसीआर/ईएमएफआर आदि के बाद जब कभी नया ईंधन भरा जाता है तो, एएफआरसी इस प्रकार से निर्धारित करेगा कि वर्तमान मूल्य प्रभार 15 वर्ष की अवधि में 12% की रियायती दर पर ईंधन के प्रारंभिक भरण के दो-तिहाई मूल्य के बराबर हो जाए।

### 1.6 ईंधन की खपत :

रिएक्टर का प्रकार	ईंधन की खपत
बॉयलिंग वाटर रिएक्टर (टीएपीएस 1 एवं 2)	138 MWD/MU
दाबित भारी पानी रिएक्टर (200/220/540/ 700 MW)	27 Kg / MU
एलडब्ल्यूआर – केकेएनपीपी 1 एवं 2 (1000 MWe)	125 MWD / MU

ईंधन की कीमत परमाणु ऊर्जा विभाग द्वारा प्रतिवर्ष अधिसूचित की जाएगी। ईंधन संबंधी लागत का परिकलन, ऊपर दी गई ईंधन की खपत की दर को किसी भी समय बिजलीघर पर उपलब्ध ईंधन की भारित औसत कीमत से गुणा करके किया जाएगा। ईंधन की खपत संबंधी प्रभार, ईंधन की कीमत में विभिन्नता के समायोजन पर निर्भर करेगा। ऐसे समायोजन प्रभारों के परिणामस्वरूप प्रभावी शुल्क दर में विभिन्नता, शुल्क में परिवर्तन अथवा संशोधन नहीं मानी जाएगी।

### 1.7 भारी पानी इन्वेंट्री (प्रति रिएक्टर):

रिएक्टर का प्रकार	भारी पानी इन्वेंट्री (प्रति रिएक्टर)
पीएचडब्ल्यूआर - 220 MW इकाई	287.50 टन
पीएचडब्ल्यूआर - 540 MW एवं 700 MW इकाईयों	570 टन

### 1.8 भारी पानी पट्टा प्रभार:

पैरा 1.7 में दिए गए के अनुसार संयंत्र द्वारा धारित भारी पानी इन्वेंट्री पर भारी पानी लीज प्रभार समय-समय पर पऊवि द्वारा अधिसूचित दर पर देय होगा। उन्हें इस प्रकार से प्रभारित किया जाता है ताकि पट्टा प्रभारों की वसूली समान वार्षिक किस्तों में हो जाए। भारी पानी पट्टा संबंधी प्रभार, कीमतों में विभिन्नताओं के समायोजन पर निर्भर करेगा और ऐसे समायोजनों के परिणामस्वरूप प्रभावी शुल्क में विभिन्नता को, शुल्क में संशोधन नहीं माना जाएगा।

### 1.9 भारी पानी की क्षतिपूर्ति संबंधी मानदंड:

सभी दाबित भारी पानी रिएक्टरों के लिए - 3 टन प्रति रिएक्टर प्रतिवर्ष।

क्षतिपूर्ति के लिए भारी पानी की कीमत परमाणु ऊर्जा विभाग द्वारा समय-समय पर अधिसूचित की जाएगी। भारी पानी की क्षतिपूर्ति संबंधी प्रभार, कीमतों में विभिन्नताओं के समायोजन पर निर्भर करेगा और ऐसे समायोजनों के परिणामस्वरूप प्रभावी शुल्क में विभिन्नता को, शुल्क में संशोधन नहीं माना जाएगा।

### 1.10 प्रचालन एवं अनुरक्षण प्रभार एवं उसमें बढोत्तरी:

वर्ष 2017-18 के लिए मानकीय प्रचालन एवं अनुरक्षण प्रभार नीचे दिए गए अनुसार होंगे:

रिएक्टर का प्रकार	प्रचालन एवं अनुरक्षण प्रभार
वीडब्ल्यूआर – टीएपीएस 1 एवं 2 -160 MWe	रु. 56.37 लाख / MWe
पीएचडब्ल्यूआर – 220 MWe	रु. 47.47 लाख / MWe
पीएचडब्ल्यूआर – 540 MWe	रु. 27.02 लाख / MWe
पीएचडब्ल्यूआर – 700 MWe	रु. 20.84 लाख / MWe
एलडब्ल्यूआर – 1000 MWe	रु. 20.51 लाख /MWe

मानकीय प्रचालन एवं अनुरक्षण प्रभार बाद के वर्षों में 6% प्रतिवर्ष की दर से बढ़ाये जाएंगे।

जल प्रभार/उप कर/लेवी एवं बीमा प्रभार वास्तविक पर प्रभारयोग्य होंगे और पृथक रूप से इनकी अनुमति दी जाएगी।

## 2.0 वित्तीय मानदंड:

### 2.1 पूंजीगत लागत :

परियोजना को पूरा करने पर किया गया वास्तविक पूंजीगत व्यय और शुल्क को निर्धारित करने/संशोधित करने पर किया गया अनुवर्ती पूंजीगत व्यय शुल्क निर्धारित करने का मानदंड होगा। जिस मामले में वास्तविक व्यय अनुमोदित परियोजना लागत से अधिक होगा उस मामले में सक्षम प्राधिकारी (केन्द्रीय सरकार/परमाणु ऊर्जा आयोग/बोर्ड ऑफ न्यूक्लियर पावर कारपोरेशन ऑफ इंडिया लिमिटेड) द्वारा अनुमोदित किए अनुसार बड़ी हुई राशि का शुल्क निर्धारित करने के प्रयोजन हेतु वास्तविक पूंजीगत व्यय माना जाएगा।

### 2.2 ऋण इक्विटी संरचना:

भावी दावित भारी पानी रिएक्टरों के लिए ऋण इक्विटी संरचना 70:30 होगी। प्रचालनरत यूनिटों और निर्माणाधीन परियोजनाओं के लिए, पहले से निर्धारित निधि संरचना को अपनाया जाएगा। दावित भारी पानी रिएक्टरों के अलावा भावी परियोजनाओं के लिए, प्रौद्योगिकियों की परिपक्वता और वित्तीय व्यवस्था की बाधाओं के आधार पर प्रत्येक मामले में ऋण: इक्विटी के अनुपात का निर्धारण सरकार द्वारा किया जाएगा। यदि किसी भावी परियोजना के मामले में, पैरा 1.2 (क) में वर्णित वास्तविक इक्विटी पूंजीगत व्यय के 30% से अधिक हो जाती है, तो उस मामले में इक्विटी पर आय केवल कल्पित इक्विटी अर्थात् पूंजीगत व्यय के 30% पर ही लागू होगी और अतिरिक्त धनराशि को परियोजना के लिए जुटाए गए ऋण के समान कल्पित ऋण और व्याज दर के रूप में माना जाएगा।

### 2.3 इक्विटी पर आय (आरओई):

इक्विटी पर आय का परिकलन शुल्क अवधि के प्रत्येक वर्ष के दौरान लागू सामान्य कर दर सहित 15.5% की आधार दर के आधार पर पूर्व-कर के रूप में किया जाएगा। जिन परियोजनाओं को मूल रूप से स्वीकृत समयावधि के भीतर कमीशन किया जाता है उनके मामले में 0.5% की इक्विटी पर अतिरिक्त आय उपलब्ध होगी।

(i) इक्विटी पूंजी निम्न रूप में वर्णित है:

"शुल्क के निर्धारण के प्रयोजनार्थ बिजलीघरों के लिए इक्विटी पूंजी की संगणना, कुल संचयी निवेश में से बिजलीघर के लिए उपयोग में लाई गई ऋण राशि अर्थात् प्रदत्त और अभिप्रदत्त पूंजी और बिजलीघर के लिए उपयोग में लाई गई आंतरिक अधिशेष राशि को कम करने के बाद की जाएगी।"

- (ii) इक्विटी को किसी भी मामले में कम नहीं किया जाएगा चाहे पूंजीगत परिसंपत्तियों का मूल्यहास हुआ हो अथवा नहीं।

## 2.4 ऋण राशि पर ब्याज दर:

- i) वर्ष के प्रारंभ में ऋण शीर्ष के अंतर्गत लागू ब्याज की भारित औसत दर के आधार पर ब्याज का परिकलन किया जाएगा। प्रत्येक वर्ष के लिए ऋण की पुनः अदायगी उक्त वर्ष के लिए अनुमत मूल्यहास के बराबर मानी जाएगी।
- ii) भारत सरकार से बेमियादी ऋण के मामले में टैरिफ की गणना हेतु ऋण राशि कम नहीं होगी क्योंकि ऋण बेमियादी है। इक्विटी घटक पूरे बिजलीघर के जीवनकाल तक बना रहेगा और मूल्यहास नहीं होगा।
- iii) सरकारी ऋण के लिए ब्याज की गणना समय-समय पर सरकार द्वारा अधिसूचित दरों पर की जाएगी। यदि सरकार द्वारा सरकारी ऋण हेतु ब्याज की दरों में कोई परिवर्तन अधिसूचित किया जाता है, तो वह टैरिफ के संबंध में स्वतः ही संबंधित परमाणु बिजलीघर द्वारा समायोजन के माध्यम से लागू हो जायेगा। सरकार द्वारा जारी अधिसूचना के अनुसार ब्याज दरों में हुए संशोधन के परिणामस्वरूप प्रभावी शुल्क में भिन्नता को शुल्क में संशोधन हेतु नहीं माना जाएगा।

## 2.5 कार्यकारी पूंजीगत मानदंड:

- (i) ईंधन का भंडार, दायित भारी पानी रिएक्टरों के मामले में 6 महीने की ईंधन की खपत के बराबर और बायलिंग वाटर रिएक्टरों तथा साधारण जल रिएक्टरों को पुनः भरने के लिए एक रिएक्टर की ईंधन की खपत के बराबर होगा।
- (ii) भंडार इन्वेंट्री 2% वर्तमान पूंजीगत लागत के बराबर है। वर्तमान पूंजीगत लागत इस प्रकार की क्षमता एवं डिजाइन की नवीनतम पूर्ण परियोजना की लागत है जो 50:50 के अनुपात में सीपीआई एवं डब्ल्यूपीआई की भारित मूल्य सूची के आधार पर शुल्क के निर्धारण/संशोधन वर्ष में बढ़ायी गयी है।
- (iii) एक माह के लिए प्रचालन और अनुरक्षण संबंधी व्यय।
- (iv) फुटकर ऋणदाता: बिजली की बिक्री के लिए दो महीने की औसत बिलिंग के बराबर प्राप्त राशि।

## 2.6 कार्यकारी पूंजी पर ब्याज:

ईंधन इन्वेंट्री के लिए, 12% की दर से ब्याज पर विचार किया जाए और अन्य घटकों के लिए मध्यावधि ऋण, वे दरें जिन पर एनपीसीआईएल द्वारा भुगतान किया जाता है हेतु स्टेट बैंक ऑफ इंडिया द्वारा कोट किए हुए लेंडिंग रेट, पर विचार किया जाए।

## 2.7 विदेशी मुद्रा की विनिमय दर में भिन्नता (एफईआरवी) और हेजिंग लागत):

हेजिंग की वास्तविक लागत अथवा यदि हेजिंग का सहारा नहीं लिया गया है तो एफईआरवी की पॉस थ्रू के रूप में अनुमति होगी।

## 2.8 मूल्यहास (पूंजीगत लागत वसूली घटक):

परियोजनाएं जिनका वाणिज्यिक प्रचालन प्रारंभ हुआ है और मौजूदा प्रचालनरत बिजलीघरों के लिए भी पूंजीगत लागत प्रति वर्ष 3%। नयी परियोजनाएं जिनका वाणिज्यिक प्रचालन अभी प्रारंभ होना शेष है के लिए 15 वर्षों की अवधि के लिए पूंजीगत लागत प्रति वर्ष 4.67%, उसके बाद शेष वसूली संयंत्र के शेष आर्थिक जीवन तक विस्तारित की जाएगी।

**2.9 डीकमीशनिंग लेवी:**

डीकमीशनिंग का लेवी 2 पैसे प्रति किलोवाट घंटा की दर से लागू होगा।

**2.10 कर निर्धारण के लिए प्रावधान:**

इक्विटी पर आय की आधार दर 15.5% पर तथा शुल्क अवधि के प्रत्येक वर्ष के लिए लागू सामान्य आयकर की दर को समग्र रूप से लेते हुए आय कर का प्रावधान किया जाएगा।

आधार RoE वर्ष के लिए लागू प्रभावी कर दर को इस प्रकार समग्र रूप से लिया जाएगा कि प्रभावी RoE = आधार RoE / (1-T), जहां T = वर्ष के लिए लागू प्रभावी कर दर।

**3.0 सामान्य:**

- 3.1 अस्थिर विद्युत अर्थात् यूनिट के वाणिज्यिक स्तर पर प्रचालन शुरू करने से पहले हुई बिजली की बिक्री के मामले में ऐसी बिक्री से हुए किसी भी राजस्व को पूंजीगत व्यय में कमी के रूप में माना जाएगा न कि निवल राजस्व के रूप में।
- 3.2 यदि परमाणु बिजलीघर को सक्षम सरकार द्वारा परमाणु ऊर्जा अधिनियम 1962 के खंड 22 के उपखंड 1 की धारा (ख) के अनुसार उपभोक्ता को बिजली की आपूर्ति सीधे ही करने की अनुमति दी जाती है तो, ऐसी बिक्री आपस में तय हुई उन दरों पर की जाएगी, जिस पर विद्युत उत्पादन करने वाले संयंत्र और अन्य व्यक्ति (यों) के बीच सहमति हुई है, बशर्ते की उस पर सक्षम प्राधिकारी का अनुमोदन हो।
- 3.3 संशोधित शुल्क 1 अप्रैल, 2017 से प्रभावी होंगे और दिनांक 08 दिसंबर 2010 की अधिसूचना सं. 1/2(20)/2005/पावर/वाल्सू.111/11689 द्वारा अधिसूचित इससे पूर्व के मानदंड 31 मार्च 2017 तक उसी रूप में लागू होंगे।
- 3.4 शुल्क में पांच वर्ष में एक बार संशोधन किया जाएगा।
- 3.5 शुल्क का निर्धारण चरणवार अथवा यूनिटवार अथवा बिजलीघर के लिए किया जाएगा।

[सं. 4/8/1/2017-पावर/14991]

सौरभ बाबू, निदेशक (पावर)

**DEPARTMENT OF ATOMIC ENERGY**

(POWER SECTION)

Mumbai, the 20<sup>th</sup> November, 2017

**S.O. 1800.—** In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 22 of the Atomic Energy Act 1962 (33 of 1962) read with Sub-section (1) of Section 45 of the Electricity Act, 2003 the Central Government in consultation with the Central Electricity Authority hereby determines the norms as given below in accordance with which the tariff for sale of electricity by the Atomic Power Stations to the State Electricity Boards and to other persons shall be determined:

**1.0 Technical Norms:****1.1 Installed Capacity:**

The realistic achievable capacity of the power station approved by the Atomic Energy Commission shall be adopted.

**1.2 Plant Load Factor:**

PHWRs	68.5% (to be reviewed after 2 years from the date of notification of these tariff norms)
KKNPP 1 & 2	68.5% (to be reviewed after 2 years from the date of notification of these tariff norms)
BWRs – TAPS 1&2	68.5%

**1.3 Stabilisation Period:**

Stabilization period of one year is prescribed for reactors with new technology and first unit of 700 MWe.

**1.4 Auxiliary Consumption:**

Auxiliary power consumption as percentage of normative generation for various types of reactors shall be taken as follows:

Type of Reactor	Percentage of normative generation
Boiling Water Reactor Units TAPS 1&2	9%
PHWR 220 MW (without cooling towers)	10.50%
PHWR 220 MW (with cooling towers)	11.75%
PHWR 540 & 700 MW (without cooling towers)	10.20%
PHWR 700 MW (with cooling towers)	11.25%
Light Water Reactors – KKNPP Units 1&2	7.8% (to be reviewed after 2 years from the date of notification of these tariff norms)

**1.5 Annual fuel recovery charge (AFRC):**

Annual fuel recovery charge in case of PHWR shall be so fixed that the present value of charges over a period of fifteen years at a discount rate of 12% shall be equal to the value of initial half charge of fuel. The AFRC shall be refixed for the half core of the fuel, whenever fresh fuel is loaded, say after EMCCR/EMFR etc. For KKNPP, AFRC shall be fixed such that the present value of charges over a period of fifteen years at a discount rate of 12% to be equal to the value of two-third charge of initial load of fuel.

**1.6 Fuel consumption:**

Type of Reactor	Fuel Consumption
Boiling Water reactors (TAPS 1&2)	138 MWD/MU
Pressurised heavy water reactors (200/220/540/700 MW)	27 Kg / MU
LWRs – KKNPP 1&2 (1000 MWe)	125 MWD / MU

The Fuel price shall be notified by DAE every year. The fuel cost shall be computed by multiplying the fuel consumption rate as given above and the weighted average price of fuel available at the station at any point of time. The fuel consumption charge will be subject to adjustment for variation in the fuel price. Variation in effective tariff rate as a result of such adjustment charges shall not be deemed to be change or revision of tariff.

**1.7 Heavy Water Inventory (per reactor):**

Type of Reactor	Heavy Water Inventory (per reactor)
PHWR – 220 MW Units	287.50 tonnes
PHWR – 540 MW Units	570 tonnes

**1.8 Heavy Water Lease charges:**

Heavy water lease charges on the heavy water inventory held by the plant as given at Para 1.7 will be payable at the rate notified by DAE from time to time. They are charged in a manner so that lease charges are recovered in the form of equated annual instalments (EAI). Heavy water lease charges will be subject to adjustment towards variations in the prices and variation in the effective tariff as a result of such adjustments shall not be deemed to be revision of the tariff.

**1.9 Heavy Water Make Up norm:**

For all Pressurised Heavy Water Reactors – 3 tonnes per reactor per annum. The price of heavy water for makeup shall be as notified by DAE from time to time. Heavy water makeup charge will be subject to adjustment towards variations in the prices and variation in the effective tariff as a result of such adjustments shall not be deemed to be revision of the tariff.

**1.10 Operation and Maintenance (O&M) charges and its escalation:**

The normative O&M charges for the year 2017-18 shall be as given below:

Type of Reactor	O&M Charges
BWR – TAPS 1&2 -160 MWe	Rs. 56.37 lakh / MWe
PHWR – 220 MWe	Rs. 47.47 lakh / MWe
PHWR – 540 MWe	Rs. 27.02 Lakh / MWe
PHWR – 700 MWe	Rs. 20.84 lakh / MWe
LWR – 1000 MWe	Rs. 20.51 lakh /MWe

The normative O&M charges in subsequent years shall be increased at the rate of 6% per annum. The water charges / cess / levies and insurance charges shall be chargeable at actual and will be allowed separately.

**2.0 Financial norms:****2.1 Capital cost:**

The actual expenditure incurred on completion of the project and subsequent capital expenditure incurred upto fixation of / revision of tariff shall be the criteria for fixation of tariff. Where the actual expenditure exceeds the approved project cost, the excesses as approved by the competent authority (Central Government/Atomic Energy Commission/Board of Nuclear Power Corporation of India Limited) shall be deemed to be the actual expenditure for the purposes of determining the tariff.

**2.2 Debt Equity Structure:**

Debt Equity Structure for future PHWRs shall be in 70:30 ratio. For units in operation and projects under construction, the funding structure already fixed may be adopted. For future projects other than PHWRs, the debt equity ratio is to be decided by the Government on a case-to-case basis, depending on the maturity of technology and the constraints of the financing arrangement. In case, in a future project, the actual equity exceeds 30% of the capital expenditure as defined in Para 2.1, the ROE should be applicable only on the notional equity i.e., 30% of the capital and excess amount will be treated as notional loan at the same interest rate as of debt component of the capital.

**2.3 Return on Equity (ROE):**

The return on equity shall be computed on a pre-tax basis at the base rate of 15.5% and shall be grossed up with the normal tax rate applicable during each year of the tariff period. An additional return on equity of 0.5 will be available to those projects which are commissioned within the originally sanctioned timelines.

(i) The equity capital is defined as below:

“Equity capital for stations for the purpose of fixation of tariff shall be reckoned as the total cumulative investment less the borrowed funds used for the station viz., paid up and subscribed capital and internal surplus utilized for the station.”

(ii) Equity shall not be reduced irrespective of whether the capital assets have been depreciated or not.



**2.4 Interest rate on Debt funds:**

- (i) Interest shall be the weighted average rate of interest applicable for the year calculated on the loan port-folio at the beginning of the year. The repayment of loan for each year shall be deemed to be equal to the capital cost recovery allowed for that year.
- (ii) In the case of perpetual loan from the Government of India, the loan amount shall not be reduced for computation of tariff as the loan is in perpetuity.
- (iii) The interest for the Government loan shall be computed at the rates notified by the Government from time to time. Any change in the interest rates for the Government loan, if notified by the Government, will be automatically effected in the tariff prospectively through an adjustment by the respective Atomic Power Station. Variations in the effective tariff as a result of the revision in interest rates as notified by the Government shall not be deemed to be a revision of the tariff.

**2.5 Working Capital norms:**

- (i) Fuel inventory will be equivalent to 6 months fuel consumption in case of Pressurised Heavy Water Reactors and fuel requirement of one reload for BWRs and LWRs.
- (ii) Stores inventory equivalent to 2% of the current capital cost. Current capital cost is the cost of latest completed project of similar capacity and design escalated to the year of fixation/revision of tariff on the basis of weighted price index of CPI and WPI in the ratio of 50:50.
- (iii) Operation and Maintenance expenditure for one month.
- (iv) Sundry debtors: Receivables equivalent to two months average billing for sale of electricity.

**2.6 Interest on Working Capital:**

For fuel inventory, Interest at the rate of 12% is to be considered and for other components, lending rate quoted by State Bank of India for medium term loans, which is the rates paid by NPCIL, is to be considered.

**2.7 Foreign Exchange Rate Variation (FERV) and Hedging Costs:**

Actual cost of hedging or if hedging has not been resorted to, FERV shall be allowed as pass through.

**2.8 Depreciation (Capital Cost Recovery Component):**

For the projects which have commenced commercial operations and also existing operating stations, 3% of the capital cost per annum. For new projects yet to commence commercial operation, 4.67% of the capital cost p.a. for a period of 15 years, thereafter, the balance recovery to be spread over remaining economic life of the plant.

**2.9 Decommissioning levy:**

Decommissioning levy shall be applicable at the rate of 2 paise /kWh.

**2.10 Provision for taxation:**

The provision for income tax would be taken into tariff by way of grossing up the base rate of return on equity of 15.5% with the normal income tax rate applicable for each year of the tariff period.

The base RoE shall be grossed up by effective tax rate applicable for the year such that, effective RoE = base RoE / (1-T), where T = effective tax rate applicable for the year.

**3.0 General:**

- 3.1 In respect of infirm power i.e. sale of electricity prior to commercial operation of the unit any revenue from such sale shall be taken as reduction in capital expenditure and not as net revenue.
- 3.2 In case an Atomic Power Plant is permitted by the competent Government to supply electricity directly to a consumer in terms of clause (b) of sub-section 1 of Section 22 of the Atomic Energy Act, 1962, such sale shall be at mutually negotiated rates, agreed upon between the generating plant and the other person(s) subject to the approval of the competent Authority.

- 3.3 The revised tariffs shall be effective from 1<sup>st</sup> April 2017 and earlier norms notified vide Notification No. 1/2(20)/2005/Power/Vol.III/11689 dated December 08, 2010 will remain applicable till March 31, 2017.
- 3.4 The tariff shall be revised once in 5 years subject to conditions as in Para 1.2.
- 3.5 The tariff shall be determined stage-wise or unit-wise or for the station.

[No. 4/8/1/2017-Power/14991]

SORABH BABU, Director (Power)

### श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1801.**— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निदेशक, मौसम विभाग, एमएमओ और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 पंचाट (संदर्भ संख्या 138/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.12.2018 को प्राप्त हुए थे।

[सं. एल-42011/167/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

### MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1801.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.138/2018) of the Central Government Industrial Tribunal cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the director, meteorological office, MMO and others, and their workmen which were received by the Central Government on 06.12.2018.

[No. L-42011/167/2017-IR(DU)]

RAJENDRA JOSHI, Dy. Director

### ANNEXURE

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No. 511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

ID No. 138/2018

Shri Vijay Singh, Airport Employees Union,  
BTR Bhawan, 13-A, Rouse Avenue,  
New Delhi 110 002

...Workman

### Versus

1. The Director,  
Meteorological Office, MMO  
ATS Building, IGI Airport,  
New Delhi – 110 037
2. The Deputy Director General of Meteorology,  
Regional Meteorological Center,  
ODI Road, New Delhi – 110 002

..Management

### AWARD

In the present case, a reference was received *vide* letter No.L-42011/167/2017-IR(DU) dated 22.02.2018 under clause (d) of sub-section (1) and Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial disputes, terms of which are as under:

“Whether the action of the management of Meteorological Office (MMO) regarding termination of Shri Vijay Singh (employed as Daily Rated Mazdoor with effect from 20.08.2009 and Part Time Safaiwala from April 2012 till 30.09.2015) is legal and/or justified. If not, what relief the workman, Shri Vijay Singh is entitled to and what directions are necessary in this respect? “

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Vijay Singh, the workman, opted not to file his claim statement with the Tribunal.

3. Further, on receipt of the above reference, notice was also sent to the workman as well as the management. Neither the postal article, referred above, was received back undelivered nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of the notice, the workman opted to abstain from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. However, it will not debar Shri Vijay Singh, the workman from seeking relief afresh as there is no adjudication of the reference on merits. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : December 5, 2018

A. C. DOGRA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1802.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, नगर निगम दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 पंचाट के (संदर्भ संख्या. 300/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.12.2018 को प्राप्त हुए थे।

[सं. एल-42012/29/2015-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1802.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 300/2011) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, Municipal Corporation Delhi, & Others, and their workmen which were received by the Central Government on 06.12.2018.

[No. L-42012/29/2011-IR-(DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

**BEFORE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: ROOM No. 511, DWARKA COURT COMPLEX, NEW DELHI – 110 075**

**ID No. 300/11**

Shri Ramesh Singh,  
S/o. Late Shri Hari Kishan,  
Safai Karamchari,  
Through General Secretary,  
Municipal Employees Union,  
Agarwal Bhawan, GT Road,  
Tis Hazari, Delhi 110054.

... Workman

**Versus**

The Management of Municipal Corporation of Delhi,  
Through its Commissioner,  
Town Hall, Chandni Chowk, Delhi  
Now at Dr. SP Mukherjee Civil Centre,  
JL Nehru Marg, New Delhi 110002.

... Management

**AWARD**

This award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-42012/29/2011/IR(DU) dated 12.08.2011 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

‘Whether the action of the management Municipal Corporation of Delhi in terminating the services of the workman Shri Ramesh Singh s/o. late Shri Hari Kishan Ex Daily Wage safai karamchari w.e.f. 21/4/2006 is legal and justified ? What relief the workman is entitled to ?

2. Both parties were put to notice and the claimant Ramesh Singh filed his statement of claim with the averments that he had joined the Management in the year 1994 and initially he was being treated as a casual/daily rated worker and was paid fixed wages which was revised from time to time under the Minimum Wages At and subsequently since 16/9/96 he was taken in job as regular daily wage worker. Despite having unblemished service record, his services were terminated vide order dated 21/4/2006 which was served upon him on 25/4/2006. It is alleged that certain baseless and bald allegations were leveled against him on a false complaint of one Smt. Saroj – a substitute Safai Karamchari to the effect that workman/claimant was receiving bribe from various co-workers at the time of payment of salary to them and was paying the same to one Shri Gurucharan Das, Assistant Sanitary Inspector . The workman/claimant had given a statement dated 7/6/2005 but it is alleged that the said statement was taken from him under duress & coercion and relying on the same, the charge-sheet dated 0.12.2005 (received on 14/12/2005) was served upon him, which was duly replied by him on 20/12/2005. The vigilance department with a gap of 10-10 days, sent summoned at the address of Lajpat Nagar Zone, without mentioning thereon his father’s name and ward number and ultimately his services were terminated by the Management vide impugned order dated 21/4/2006. It is alleged that the workman has not committed any misconduct and in case of any alleged misconduct, no domestic enquiry was conducted against him and in fact, the workman was not afforded any opportunity of being heard and his services were terminated illegally and arbitrarily, without following the principles of natural justice. It is also alleged that termination of his services is in gross violation of Section 25-F, G and H of the Act. The workman is totally unemployed since the date of his termination. Demand notice dated 7/4/2009 was sent to the Management but to no avail. He has prayed for his reinstatement into service with full back wages & all consequential benefits.

3. The statement of claim has been resisted by the Management who filed written statement and took stereo-typed preliminary objection, contrary to the facts of the case, inasmuch it has been alleged that claim suffers from laches & inordinate delay as the alleged termination is of 21/3/2003 & claim u/section 2-A has been filed in the year 2011 and further that, the claim is not espoused by the Union. ( Notably, **the date of termination is in fact 21/4/2006, this is a reference under Section 10 instead petition directly filed u/Section 2-A and furthermore, the claim petition has been filed through Union**). On merits it has been stated that the workman was a daily wager. Smt Saroj, a substitute Safai Karamchari had made a complaint against the workman to the effect that he used to collect money from Safai Karamchari on behalf of Shri Gurcharan ASI and he paid Rs.500/- only to Smt. Saroj, Substitute Karamchari and kept the remaining money of her wages./salary with himself for giving the same to Shri Gurharan Singh, ASI. It has been stated that since the workman had mis-conducted himself, statement of misconduct/charge sheet was issued against him. A proper enquiry was conducted against him and he was afforded personal hearing and he was found guilty of the misconduct and only thereafter he was disengaged from his services vide impugned order dated 21/4/2006. It has been denied that there has been violation of principle of natural justice and/or provisions of Section 25-F, G and H of the Act. Prayer has been made for dismissal of the claim petition.

4. Vide order dated 22/12/2011 my learned Predecessor observed that no other issue than those referred for the adjudication is made out and hence parties were called upon to lead their evidence.

5. The workman /claimant examined himself as WW1 and led evidence by way of affidavit Ex.WW1/A & relied on documents Ex.WW1/1 to Ex.WW1/21. On the other hand, the Management examined one Shri Roshan Lal. Sanitation Superintendent who filed his affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/5.

6. I have heard arguments from A/R from the claimant since none appeared on behalf of the Management to address arguments. I have also gone through the records carefully.

7. From the pleadings of the parties and evidence adduced on record, it is not in dispute that the claimant was working as a daily wage Safai Karamchari. According to the case of the claimant, he was engaged in the year 1994 as casual worker and w.e.f.16/9/96 he was taken on the roll as regular daily wage worker./Safai Karamchari. In his affidavit Ex.WW1/A the claimant has nowhere stated that his services were regularized w.e.f. 16/9/1996, nor he filed on record any document to substantiate this fact. However, in his cross examination, he admitted that when Smt.Saroj levelled allegations against him relating to his misconduct, he was a casual employee at that time and further that when order of dismissal from service was served upon him at that time also he was a casual employee. However, the fact remains that

services of the claimant were disengaged/terminated vide order dated 21/4/2006 while he was working as daily wage Safai Karamchhari under the Management/MCD w.e.f. 16/9/1996. MW1 Shri Roshan Lal has admitted in his cross examination that attendance of the workman was marked on the Muster Roll and further that muster roll of the workman from 1994 to 21/4/2006 are in custody of the Management. He could not say whether the workman continuously worked for more than 240 days in every year. The management has not produced on record any documentary evidence to rebut the version of the claimant that he continuously worked in the Management Bank from 1994 to 2006. In these circumstances, the plea of the Management that the claimant does not fall within the definition of workman as defined under Section 2(S) of the Act or that claimant had not worked continuously for 240 days in a calendar year, can not be accepted. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

*"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."*

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act.

8. As discussed above, in the case in hand engagement of the claimant on casual/muster roll basis, is duly admitted by the Management in its written statement as well as evidence. The Management has not filed any document in the form of abstract of attendance of claimant or other such workers so as to show that claimant has not completed 240 days in a calendar year. In such circumstances, version of the claimant that he worked for over 240 days with the Management Bank is creditworthy.

9. Net result of the aforesaid discussion is that there is relationship of Employer-employee between the Management and that the claimant had worked with the Management for 240 days in a calendar year.

10. During the course of arguments, learned A/R for the claimant submitted that the services of the claimant were illegally terminated by the Management and the provisions of Section 25-F, G & H of the Act were not adhered to while passing the impugned order of disengagement/termination of his services.

11. Per contra A/R appearing for the Management submitted that services of the claimant were disengaged after conducting a vigilance enquiry wherein proper opportunity was afforded to the claimant.

12. As per case of the Management, a complaint was made against the claimant by one Saroj who made allegations to the effect that the claimant received bribe from various workmen at the time of payment of salary to them and Vigilance department had conducted enquiry against the workman. Further, the claimant had made statement Ex.WW1/21 in presence of Special Metropolitan Magistrate. On the other hand, it is the case of the claimant that his statement was taken by Vigilance Team forcibly and this fact was also mentioned in his communication Ex.WW1/M-3 addressed to the Director/Chief Vigilance Officer, MCD. The claimant has also filed on record a copy of the representation Ex.WW1/7 and Ex.WW1/8 which he had made to the Mayor of Delhi and Chief Vigilance Officer, MCD in that respect. However, the Management has not filed on record the enquiry proceedings/report. MW1 Shri Roshan Lal – sole witness examined by the Management stated that he can not file record of the alleged departmental enquiry before this Court. He clarified that he never appeared in the alleged departmental enquiry and as such he could not tell as to what happened in the said departmental enquiry. Even if it is assumed that a vigilance enquiry was conducted against the claimant on the basis of complaint of one Saroj – colleague of the claimant herein and the claimant had allegedly made a statement before the Vigilance Team, the said enquiry can not take the shape of departmental enquiry rather can be termed as "Fact Finding Inquiry". The Management has not filed anything on record to prove that the claimant was given opportunity to cross examine the complainant Saroj or that he was also afforded opportunity to lead his defence evidence before the Enquiry Officer. In the circumstances, this Tribunal has no hesitation to hold that the order dated 21/4/2006 thereby terminating the services of the claimant by the Management, has not been passed in a fair and proper manner & that too after conducting proper enquiry against the claimant and as such, the action of the Management in terminating the services of the claimant is held to be illegal and unjustified.

13. Now the crucial question for consideration is whether the claimant is entitled to any incidental relief of payment of back wages and/or reinstatement of service. The claimant in the pleading as well as in his testimony has stated that he is unemployed since after his termination. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that he is in a position to make his both ends meet by doing any work. Even if it is assumed that the claimant is doing some intermittent or adhoc work to make his both ends meet, that would not itself amount to gainful employment.

14. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

15. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

16. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

17. However, Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*"

18. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

"The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages."

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

“In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29<sup>th</sup> May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner.....”

19. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages w.e.f. 12/8/2011 (the date of reference), inasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman is not gainfully employed anywhere since after his termination by the Management. Award is passed accordingly.

Date : 04.12.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1803.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मैसर्स जामिया मिलिया इस्लामिया और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या. 129/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.12.2018 को प्राप्त हुए थे।

[सं. एल-42012/60/2016-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1803.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.129/2016) of the Central Government Industrial Tribunal cum Labour Court -1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Jamia Milia Islamia, and others, and their workmen which were received by the Central Government on 06.12.2018.

[No. L-42011/60/2016-IR DU]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DWARKA COURTS COMPLEX : NEW DELHI.**

**ID No. 129/2016**

Shri Vikas S/o. Shri Diwan Chandra,  
Through Delhi Karamchari Sangh (Regd.),  
W-4, Opp. Kalkaji Bus Depot,  
Govindpuri, New Delhi 19.

...Workman/Claimant

**Versus**

M/s. Jamia Milia Islamia,  
Jamia Nagar,  
New Delhi 110025.

... Management

**AWARD**

This Award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No. L-42011/60/2016-IR(DU) dated 1<sup>st</sup>/2<sup>nd</sup> June, 2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the services of the workman Shri Vikas s/o. Shri Diwan Chand have been terminated illegally and/or unjustifiably by the management and if so, what relief is the workman entitled to and what directions are necessary in this respect ?

2. Both parties were put to notice and the claimant/workman Shri Vikas filed statement of claim, with the averments that the workman was appointed by the Management on 13-7-2008 as Sweeper and his last drawn wages was Rs.13443/- per month. The Management had not issued any letter of appointment in his favour. During the course of employment, he did not give any chance of complaint to the Management and his service record was well satisfactory. The Management neither paid any over time wages to her, nor provided any legal facilities like ESI, PF, Bonus, Pay Slip, Leave with wages etc to him despite regular demands. The Management became annoyed & started to get rid of workman but failed and on 30/9/2012 the management illegally terminated his services without any rhyme or reason and without paying any service compensation or without conducting any domestic enquiry against him. Demand notice was sent to the Management by the workman/claimant but the management despite service neither reinstated him nor gave reply to the demand notice. The workman has worked with the Management continuously for more than 240 days in the preceding year. The workman neither absented from the services nor resigned himself. After illegal termination from service, the workman searched for the job at many places but he did not find any work and he is completely unemployed and he wants to join duty with the Management on the same post. The claimant has prayed for his reinstatement in service with continuity of service and with full back wages and all other consequential benefits.

3. The claim petition has been resisted by the Management who filed its reply. While denying the allegations of the workman, it has been stated that services of the workman were terminated on 24/10/2011 by the Vice Chancellor of Management after giving him various opportunities to explain his unsatisfactory performance including habitual absentee. The appeal preferred by the workman was rejected by the Statutory Governing Body of the University on 23/12/2011. As such, the claim petition is hopelessly barred by limitation and laches as the present complaint/dispute was filed by the workman through Union only in August, 2015 before the Asstt. Labour Commissioner (Central). On merits it is stated that the workman was given the post of Sweeper on compassionate ground on 9/5/2009 vide appointment letter of even date wherein it was clearly stated that he was on probation and could be terminated at any time. In para 2 of the reply/written statement, the Management has given details about the unsatisfactory & unauthorized absence from duty by the workman on different dates and without prior approval and/or without application. The workman was a habitual absentee and various complaints were received against him and copies thereof have also been annexed. It has been alleged that termination of service of the workman is as per rules, inasmuch as enough opportunities were provided to him repeatedly to improve his performance but he failed to improve his performance. Even memos dated 10/2/2011 and 23/8/2011 were issued to him but he did not care to respond. Prayer has been made for dismissal of the claim petition.

4. The claimant/workman filed rejoinder wherein he denied all the allegations made by the Management and reiterated his own case as set up in the claim petition.

5. On the pleadings of the parties, following issues were framed on 9/3/2017 :-

- i) Whether management has illegally terminated services of the claimant as alleged ?
- ii) Whether the claimant is entitled for reinstatement with full back wages, as alleged ?
- iii) Whether the claim is not legally maintainable in view of the various preliminary objections ?

6. The Claimant in support of his case examined himself as W.W.1 and tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/3.

7. On the other hand, the Management in order to rebut the case of the claimant examined two witnesses – one Shri Ayub Khan, Sanitary Inspector in Jamia Milia as MW1 who tendered his evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1 to Ex.MW1/3 and another Syed Enayatullah, Section officer who also tendered his evidence by way of affidavit Ex.MW2/A.

8. I have carefully gone through the evidence adduced on record by both the parties and have given my thoughtful consideration to rival contentions of the parties counsel.



**Issue No.1 to 3 :-**

9. All these issues are being taken up together for the purpose of discussion and they can be conveniently disposed of.

10. It is clear from the pleading of the parties on record that the claimant/workman was appointed by the Management for the post of Sweeper. According to the workman/claimant, no appointment letter was issued & the Management terminated his services illegally on 30/9/2012, whereas contention of the Management is that the claimant/workman was appointed on compassionate grounds and in fact appointment letter dated 9/5/2009 (Ex.MW1/1) was issued **wherein it has been stated that his services were on probation, for one year in the first instance.** However, it is manifest from the office note dated 30/9/2011 (Annexure B colly. annexed with the written statement) that his probation period had already come to an end and he was placed as permanent, inasmuch therein his status has been described as **Permanent Safaikaramchari.** Thus, it stands proved on record that the claimant/workman was duly appointed by the Management as Sweeper/Safaikaramchari vide appointment letter Ex.MW1/1 and was subsequently made permanent and as such, he was a regular employee of the Management.

11. Learned A/R for the Management strenuously argued that since services of the workman were **terminated on 24/10/2011** by the Vice Chancellor of Management after giving him various opportunities to explain his unsatisfactory performance including habitual absentee and the appeal preferred by the workman was rejected by the Statutory Governing Body of the University **on 23/12/2011**, the present dispute having made through Union in August, 2015 is hopelessly barred by limitation and as such the same is liable to be rejected outrightly.

12. Per contra, learned A/R for the workman/claimant submitted that in fact the workman was terminated from service only on 30/9/2012 and the workman/claimant as per the version of the Management itself had approached the Conciliation Officer in August, 2015 and as such the claim having been made within three years from the date of the termination is well within time.

13. I may mention that though testimony of MW1 Shri Ayub Khan, Sanitary Inspector is in line with the allegations made in the written statement vis-à-vis date of termination of the workman herein, yet he admitted in his cross examination that claimant was terminated on 30/9/2012. No doubt MW 2 Syed Enayatullah Section Officer in the establishment of the Management has denied the suggestion that workman/claimant was terminated on 30/9/2012 & has clarified that date of termination is 24/10/2011, but he admitted that termination letter dated 24/10/2011 has not been filed on record. As such, there is no conclusive/documentary proof to show that services of the workman/claimant were terminated on 24/10/2011 or on 30/9/2012. Be that as it may, it will be suffice to say that limitation period as three years from the date of discharge, dismissal, retrenchment or otherwise termination of the service of the workman, has been prescribed only for direct filing of the claim petition before the Court/Tribunal under **Section 2-A of the Act.** This is a reference made by the Appropriate Government under Section 10 of the Act. Once a reference has been made, this Tribunal is required to adjudicate the dispute between the parties and to decide the same. In these circumstances, this Tribunal is unable to accept the contention of the Management that the claim petition is not legally maintainable on this score.

14. Now the vital question for consideration before this Tribunal is whether services of the workman have been terminated in accordance with norms/law or in violation of the provisions of the Act.

15. The workman /claimant has deposed in his statement that during the course of employment, he did not give any chance of complaint to the Management and his service record was well satisfactory. The Management neither paid any over time wages to her, nor provided any legal facilities like ESI, PF, Bonus, Pay Slip, Leave with wages etc to him despite regular demands. The Management became annoyed & started to get rid of workman but failed and on 30/9/2012 the management illegally terminated his services without any rhyme or reason and without. At the time of termination, the Management has not paid service compensation to him and thus has violated the provisions of Section 25-F and 25-G of the Act. He clarified that he neither left the services nor resigned from the services. In cross examination he admitted that his signatures appeared on four leave applications Ex.WW1/M-1 (colly). He did not recollect the dates when he remained on leave/unauthorized absence but denied the suggestion that he remained on leave without intimation/application on several dates viz. 3/12/2010, 8/12/2010 to 10/12/2010, 21<sup>st</sup> and 22<sup>nd</sup> Decmeber,2010; ½ day on 23/12/2010 to 27/12/2010, 30/12/2010 to 7/1/2011, 12/1/2011, 10/8/2011 and on 8<sup>th</sup>, 13<sup>th</sup>, 15<sup>th</sup>, 19<sup>th</sup> and 29<sup>th</sup> September, 2011.

16. MW1 Ayub Khan and MW2 Syed Enayatullah stated in their depositions that the workman/claimant on unauthorized leave/absence from duty on aforesaid dates as mentioned in above para. According to them, the workman was a habitual absentee and various complaints were received against him and he was directed to improve his performance but he failed to do so. Copy of one such complaint daged 10/8/2011 has been filed on record as Ex.MW1/2, whereas copies of memos dated 10/2/2011 and 23/8/2011.) purportedly issued to the workman have been filed on record as Ex.MW1/3 colly. MW2 Syed Enayutallah admitted in his cross examination that there is no signature of the workman on these memos in token of acknowledgement of receipt of such memos and he did not produce on record any document about service of such memos.

17. They also deposed that the Management had never deprived the workman his legal rights and that Management had no malafide intention against him about his termination. However, MW1 Ayub Khan showed his ignorance whether the claimant was paid any service compensation or notice pay before this termination by the Management. He also admitted that no charge sheet was served upon the claimant nor any enquiry was conducted against him. Though MW2 Syed Enayatullah Section Officer claimed that one month's wages was paid to the claimant in lieu of notice but he has

not filed on record any such document to substantiate his claim in this respect. This witness also admitted that no charge sheet was served upon the claimant nor any enquiry was conducted against him.

18. In view of the above it is crystal clear that the workman/claimant was working on a regular basis as Safai Karamchari which job is of perennial nature. Admittedly, no charge sheet was served upon the claimant nor any enquiry was conducted against him prior to his termination. Further, the Management has failed to prove that retrenchment benefits have been paid to the claimant at the time of his termination from services. As such, there is violation of the provisions of Section 25-F of the Act.

19. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management Bank to be illegal and void under the law.

20. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice any compensation was paid to him, as such action of the Management in terminating the services of the workman is held to be illegal and void.

21. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. The workman/claimant has testified that after illegal termination, he searched for the job at many places but did not find any job and thus, he is completely unemployed and depended upon his parents. The Management has not adduced any evidence to show that the claimant is gainfully employed or earning his livelihood after the date of his termination.

22. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

23. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

24. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

25. However, Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered*

*with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."*

26. Yet in another latest case of **Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018** (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

"The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages."

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

"In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29<sup>th</sup> May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner....."

27. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal, particularly when the job is of regular and perennial nature and the claimant/workman is not gainfully employed anywhere since after his termination by the Management. Award is passed accordingly.

Date : 04.12.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1804.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स महाप्रबंधक, दिल्ली मेट्रो रेल निगम और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 पंचाट (संदर्भ संख्या 77/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.12.2018 को प्राप्त हुए थे।

[सं. एल-42012/190/2015-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1804.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.77/2016) of the Central Government Industrial Tribunal cum Labour Court -1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the General Manager, Delhi Metro Rail Corporation, and others, and their workmen which were received by the Central Government on 06.12.2018.

[No. L-42012/190/2015-IR-(DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

#### BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DWARKA COURTS COMPLEX : NEW DELHI.

ID No. 77/2016

Ms. Farha Naaz,  
D/o. Mohd. Qamar,  
R/op. H.No.3738, Gali Masjid Wali,  
Shaha Ganj, Ajmeri Gage, Delhi 110006.

...Workman/Claimant

#### Versus

1. Delhi Metro Rail Corporation,  
General Manager (Operations),  
Metro Bhawan, Fire Brigade Lane,  
Barakhamba Road, Delhi 110001.
2. M/s. Nuvision Commercial & Escon Services,  
No.16, 17 1 K, Shiv Narayan Complex,  
Behind Hanuman Mandir, Near Shikaanarpur,  
Metro, Gurgaon, Haryana 122001.

...Management/Respondent

#### AWARD

In the present case, matter was referred to this Tribunal by the Appropriate Government vide letter No. L-42012/190/2015-IR(DU) dated 13.01.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of N.C.E.S. in not allowing the workman Ms. Farha Naaz d/o Mohd. Qamar on duty w.e.f. 19.3.2014 can be construed as termination without complying with the provisions of Industrial “Disputes Act, 1947 ? If yes, what relief the workman concerned is entitled to ?

2. Both parties were put to notice and the claimant., Ms. Farha Naaz filed her statement of claim, with the averments that she was employed as tom Operator under skilled category by contractor M/s Nuvision Commrcial and Escon Services on 13/11/2013 and was deputed with Principal employer DMRC and her last drawn wages were Rs.7000/- per month. Claimant was not paid salary of initial two months and was forced to deposit draft of Rs.25000/- at the time of appointment as security money. The workman was illegally terminated by the Management on 19/3/2014 without giving any prior notice or information regarding termination. No charge sheet or show cause notice was served upon her before taking harsh action of termination her services. Demand notice dated 20/2/2015 was sent to both the Managements but to no response. It is alleged that termination is illegal and prayer has been made for passing award to reinstate the claimant at her previous job with full back wages as well as remaining back wages.

3. Management No.1 resisted the claim of the Workman, by filing written statement and took preliminary objections that there is no relationship of Employer-employee between the Management No. 1 and claimant as the claimant was never employed by DMRC, rather she was admittedly employed by Management No. 2 Prayer has been made for rejection of the claim petition.

4. Management No.2 also filed separate written statement, taking preliminary objection that the claimant wants to misuse the provisions of labour law and has filed false & frivolous claim petition. It is alleged that in fact the claimant was in the habit of being absent from duty and she was also warned several times by the Management No.2 and ultimately she left the job w.e.f.19/3/2014, after taking her full & final dues. The claimant had abandoned the services voluntarily at her own wishes. All other allegations made in the claim petition have been denied. Prayer has been made for dismissal of the claim petition with heavy costs.

5. On the pleadings of the parties, following issues were framed on 2/2/2017 :-

- 1) Whether there is no relationship of employer and employee between Delhi Metro Rail Corporation i.e. Management No.1 and the claimant ?
- 2) In terms of referece.

6. Number of opportunities were granted to the Claimant to lead evidence in support of her claim but she failed to adduce any evidence. She even did not enter the witness box either to substantiate the averments made in the claim petition or to rebut the case of the Management No.2 that the claimant had herself abandoned the services. Perusal of the record shows that the claimant did not lead any evidence before the Tribunal despite the fact that matter was adjourned time and again. Even she also stopped participating in the proceedings and ultimately this Tribunal vide order dated 31/7/2018 was constrained to reserve the matter for passing the award.

7. In view of the fact that the claimant has not led any evidence in support of her case, this Tribunal is constrained to pass No Dispute Award in the matter. Since the matter has not been decided on merits, there will be no bar for the claimant to file afresh claim petition in accordance with law for adjudication of the controversy in issue or to seek any other relief to which she is otherwise entitled to. Award is passed accordingly.

Date : 04.12.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1805.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, नगर निगम दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या 198/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 31.10.2018 को प्राप्त हुए थे।

[सं. एल-42012/140/2012-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1805.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.198/2012) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, Municipal Corporation Delhi, and others, and their workmen which were received by the Central Government on 31.10.2018.

[No. L-42012/140/2012-IR-(DU)]

RAJENDRA JOSHI, Dy. Director

**ANNEXURE**

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

**ID No. 198/2012**

The General Secretary,  
Delhi Udhiyan Sangharsh Union,  
B-5, Ram Gali, North Ghonda,  
New Delhi - 110 053

...Workman

**Versus**

The Commissioner,  
Municipal Corporation of Delhi,  
Town Hall, Chandni Chowk,  
Delhi – 110 006

...Management

**AWARD**

In the present case, an order was received from Ministry of Labour and Employment vide letter No. L-42012/140/2012-IR(DU) dated 07.12.2012 under clause (d) of sub-section (1) and Section (2A) of Section 10 of Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

“Whether the action of the management of MCD in denying the designation of ‘Beldar’ (instead of Nala Beldar) at the time of regularization of services of the workmen Shri Trilok Singh, S/o Shri Umed Singh Mehta and 07 others (total 08) as named in the ID by the management of MCD with effect from 01.04.2006 in the pay scale of Rs.2500-3200 is justified or not? If not, what relief the workmen concerned are entitled to and from which date?”

2. Claim statement was filed on behalf of Shri Trilok Singh, S/o Shri Umed Singh Mehra, Shri Hazzari Lal S/o Shri Bhola Ram, Shri Hari Kishan S/o Shri Het Ram, Shri Nand Lal S/o Shri Gouri Shankar, Shri Manjeet Singh S/o Shri Hukam Singh, Shri Sakeel Ahmed S/o Shri Basheer Ahmad, Shri Sanjeev Kumar S/o Shri Bhanwar Singh and Shri Prehlad Singh, S/o Shri Devi Lal (hereinafter referred to as the claimants), averring that they joined MCD (hereinafter referred to as the management) as Beldar in the years 2001/2002/2003 and worked continuously on the said post till their regularization in September 2008 with retrospective effect from 01.04.2006 with usual allowance as admissible under the rules. The claimants had unblemished and uninterrupted record to their credit. The management submitted working report for daily wagers report at the time of their regularization by terming as beldars whereas the letter of regularization issued to them depicted them as beldar/nala beldar. This action of the management tantamounts to exploitation of labour, illegal, bad, unjust, malafide and is in violation of Article 14, 16 and 30 of the Constitution of India. Finally, it has been prayed that the claimants are entitled to the post of beldars in place of nala Behdar from the date of regularization alongwith all consequential benefits.

3. Written statement was filed on behalf of the management, wherein preliminary objections, inter alia of the reference being made mechanically, non-espousal, non service of demand notice and the union not having locus standi to raise the present dispute. The management has denied the other material averments contained in the statement of defence.

4. On perusal of pleadings of the parties, following issues were framed on 23.07.2013 by my learned predecessor:

- (i) Whether dispute has not acquired status of an industrial dispute for want of espousal?
- (ii) Whether dispute is liable to be dismissed for want of service of notice of demand?
- (iii) As in terms of reference.

5. S/Shri Trilok Singh Mehta, Shakil Ahemad, Hazzari Lal, Nand Lal, Manjit Singh, Hari Kishan Lal, Sanjeev Kumar, Prahlad Singh were examined on behalf of the claimants whose affidavits are Ex.WW1/A to Ex.WW8/A and they relied on documents Ex.WW1/1 to Ex.WW1/7, Ex.WW2/1 to Ex.WW2/4, Ex.WW3/1 to Ex.WW3/4, Ex.WW4/1 to Ex.WW4/4 Ex.WW5/1 to Ex.WW5/4, Ex.WW6/1 to Ex.WW6/4, Ex.WW7/1 to Ex.WW7/4 and Ex.WW8/1 to Ex.WW8/4 respectively. Witnesses WW2 to WW8 also relied on documents Ex.ww1/1 to Ex.WW1/7. Management, in order to rebut the case of the claimant examined Shri K.K. Sharma, whose affidavit is Ex.MW1/A and he relied on documents Ex.MW1/1 to Ex.MW1/4.

6. I have heard Shri Abhinav Kumar, A/R for the claimant and Shri Rahul Kumar, A/R for the management. My findings on the issues involved in the controversy are as follows:

**Findings on issue No.(i) & (ii)**

7. Both these issues are being taken up together for the purpose of discussion as well as disposal as they are inter-related. It is clear from the preliminary objections taken in the written statement by the management that the management has raised objections that no demand notice has been served upon the management nor the MCD General

Mazdoor Union has any locus standi to raise the present dispute as the union is not a recognized union of the management. To my mind, there is no requirement of law that a dispute can be raised only by a recognized union. In this regard, it is appropriate to refer to the judgement of the Hon'ble Apex Court in the case of State of Bihar Vs. Kripa Shankar Jaiswal (AIR 1961 (2) SC Report 1) wherein also objection was taken on behalf of the management that the union was not a registered under the Trade Union Act on the date of the settlement and said plea was rejected by observing as under:

'Held, that for a dispute to constitute an industrial dispute it is not a requisite condition that it should be sponsored by a recognized union or that all the workmen of an industrial establishment should be parties to it. A settlement arrived at in course of conciliation proceedings falls within Section 18(3)(a) and (d) of the Industrial Disputes Act and as such binds all the workmen though an unregistered union or only some of workmen may have raised the dispute. The absence of notice under Section 11(2) by the Conciliation Officer does not affect the jurisdiction of the conciliation officer and its only purpose is to apprise the establishment that the person who is coming is the conciliation officer and not a stranger. Any contravention of Section 12(6) in not submitting the report within 14 days may be a breach of duty on the part of the conciliation officer ; it does not affect the legality of the proceedings which terminated as provided in Section 20(2) of the Act.

8. Equally merit-less is the plea taken by the management that the present dispute is no sponsored or espoused by substantial number of workmen. It is fairly settled position in law that even non-espousal of a case by the union would not deprive the workman of the relief to which the workman is otherwise entitled under the law. Such view appears to have been taken in the case of Nazrul Hassan Siddiqui vs. Presiding Officer, Industrial cum Labour Court Bombay (1997) Lab.I.C. 1807. In the above cited case also contention was raised by the management that the dispute does not fall within the definition of 'industrial dispute' and the same has not been referred or supported by substantial section of workmen. High Court rejected the plea of the management by placing reliance upon the decision of the Hon'ble Supreme Court in the case of Associated Cement Companies Ltd. (AIR 1960 SC 777), which it was observed as under:

'We have already noticed that an industrial dispute can be raised by a group of workmen or by a union even though neither of them represent the majority of the workmen concerned; in other words, the majority rule on which the appellant's construction of Section 19(6) is based is inapplicable in the matter of the reference under Section 10 of the Act. Even a minority group of workmen can make a demand and thereby raise an industrial dispute which in a proper case would be referred or adjudication under Section 20.'

9. In view of the ratio of the judgement discussed above, it is clear that espousal of a dispute by the union is not sine qua non for adjudication of such dispute in terms of Section 10 of the Act. Consequently, both these From perusal of pleadings of the parties, following issues are framed: i.e. issue No.(i) and (ii), are decided in favour of the workman and against the management.

#### **Findings on issue No.(iii)**

10. Now, the main issue which requires determination in the case in hand is whether the workman herein is entitled to the designation of Beldar (instead of Nala Beldar) with effect from 01.04.2006, i.e. the date of their regularization. Perusal of letter Ex.WW1/7 issued by the management, depicts the designation of the claimants as beldar. Ex.WW2/1, Ex.WW3/1, Ex.WW4/1, Ex.WW5/1, Ex.WW6/1, Ex.WW7/1 and Ex.WW8/1 being the number of days worked in the years 2001 to 2006, depicts the designation of the claimant as beldar and the said document is signed by the Junior Engineer, Assistant Engineer as well as the Executive Engineer. Thus, it apparent that initially that the claimants were designated as beldars and at the time of regularization, their designation was mentioned as 'nala beldars/beldars'.

11. As a sequel to above discussion, it is held that the claimants herein have been wrongly regularized as nala beldars instead of beldars. Hence, the action of the management of MCD in denying the designation of 'beldar'; (instead of nala beldar) at the time of regularization of services of the workmen Shri Trilok Singh, S/o Shri Umed Singh Mehta and 07 others (total 08) as named in the ID by the management of MCD with effect from 01.04.2006 in the pay scale of Rs.2500-3200 is totally unjust and unfair. Hence, the management is liable to re-designate the claimants Shri Trilok Singh, S/o Shri Umed Singh Mehra, Shri Hazzari lal S/o Shri Bhola Ram, Shri Hari Kishan S/o Shri Het Ram, Shri Nand Lal S/o Shri Gouri Shankar, Shri Manjeet Singh S/o Shri Hukam Singh, Shri Sakeel Ahmed S/o Shri Basheer Ahmad, Shri Sanjeev Kumar S/o Shri Bhanwar Singh and Shri Prehlad Singh, S/o Shri Devi Lal as 'beldars' instead of Nala beldars with effect from 01.04.2006, i.e. the date of their regularization. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : October 29, 2018

A. C. DOGRA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1806.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महानिदेशक, सीपीडब्ल्यूडी कार्यालय, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 28/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.11.18 को प्राप्त हुए थे।

[सं. एल-42011/28/2011-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1806.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.28/2011) of the Central Government Industrial Tribunal-cum-Labour Court -1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Director General, CPWD Office, and others, and their workmen which were received by the Central Government on 19.11.18.

[No. L-42011/28/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

#### BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 28/2011

1. General Secretary,  
CPWD Mazdoor Union  
E-26, Old Quarter, Raja Bazar,  
Baba Kharak Singh Marg,  
New Delhi 11001  
Changed Address :-  
C/o. Room No.95, Barracks No.1/10,  
Jam Nagar House, Shahjahan Road, New Delhi.
2. The General Secretary,  
CPWD Workers' Union,  
M-86-88 Aliganj, New Delhi 110003.

... Workman/Claimant

#### Versus

The Management of CPWD,  
Director General of Works,  
CPWD, Nirman Bhawan,  
New Delhi 11011.

...Management/Respondent

#### AWARD

This award shall decide a reference which was made to this Tribunal by Appropriate Government vide letter No.L-42012/155/2002-IR(CM-1I) dated 03.04.2003 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the management of CPWD, the Director General of Works, CPWD, Nirman Bhawan, New Delhi 110001 has made any discrimination among equals while making promotions to the post of Work Assistant w.e.f. 18/9/1993 ? If yes, then what relief and benefits are the similar categories of employees are entitled to ?

2. Both parties were put to notice and the claimant Union filed its statement of claim, with the averments that the Officers of CPWD with a view to give undue advantage, has granted promotion for the post of Work Assistant w.e.f. 18/9/1993 to Shri Satish Kumar, who was just working as a Beldar, was not entitled for the said post because the CPWD had circulated the post only for NTS (muster roll). His promotion is against the recruitment rules and the workmen who were senior to Satish Kumar were also entitled to be promoted as Work Assistant but they were not give any chance to appear for the said post. It is pleaded that all the eligible workmen in the category of Beldar, Khalasi, Mali, Senior Mali, Carpenter, Mason, Fitter, Wiremen, Pump Operator, Chowkidar, NTS, Mate etc. are entitled to be



granted the designation of Work Assistant and pay attached to the said post w.e.f 18/9/1993. Prayer has been made all such workmen be promoted as Work Assistant with all consequential benefits w.e.f. 18/9/1993.

3. Management resisted the claim of the Workman, by filing written statement and took preliminary objections that the workmen Union has suppressed the material facts and are tried to mislead this Tribunal, inasmuch as Shri Satish Kumar was eligible for the post of Work Assistant as per D.G.(W)'s letter dated 23/9/1993. It has been denied that any undue promotion has been granted to the said Shri Satish Kumar rather he has passed Trade Test for the said post as per result declared by Coordination Circle's communication dated 3/9/1993. Other allegations of the Workmen Union have been denied. Prayer has been made for dismissal of the claim petition with heavy costs.

4. In support of its case, the Workmen Union examined one Shri Bhoop Singh. Muster-Roll Carpenter as WW1 who tendered his evidence by way of affidavit Ex.WW1/A and filed documents Ex.WW1/1 to Ex.WW1/12. The Workman Union also examined one Shri Dheerender Sharma, General Secretary of CPWD Workers' Union as WW2 who though tendered his affidavit Ex.WW2/A & was cross examined partly on 4/10/2012 but did not appear for further cross examination for the reasons best known to him and as such, the testimony of WW2 Dheerender Sharma can not be read in evidence and is of no avail to the case of the claimant Union.

5. On the other hand, the Management examined Shri M.K. Verma, Superintending Engineer (Coordination Circle) as MW1 and tendered his affidavit Ex.MW1/A and relied on documents/letters Ex.WW2/1 & Ex.WW2/3.

6. I have carefully gone through the records as the Workmen Union opted not to participate in the proceedings from 16/7/2018 onwards and this Tribunal was constrained to reserve the case for Award.

7. Though the testimony of WW1 Bhoop Singh is in line with the averments made in the claim petition but he did not file any document on record to substantiate the allegation that any undue benefit was granted to Shri Satish Kumar when he was promoted to the post of Work Assistant. In his cross examination, Shri Bhoop Singh showed his ignorance as to when and to which post Satish Kumar was engaged/appointed under the Management. I may mention that copies of office memorandum alongwith result of Trade Test for the post of Work Assistant has been filed on record as WW1/1 & 2 and again as Ex.WW1/4 & 5 by the side of the Workmen Union and also by the side of Management as Ex.MW1/W-1 issued under the signatures of Superintending Engineer, showing that in the trade Test Shri Satish Kumar was declared pass, whereas 12 other Candidates were declared fail. Ex.WW1/6 is the certificate issued by one Shri V.K. Sakhuja, handwriting & finger prints expert who after examination and comparison of the letters relating to result sheet of workers' test dated 15/4/1991 has opined that writing from the electrostat copy and the corresponding letter identified with a series of marking from the text involved therein on documents referred from Register of the Mazdoor Union, are in the handwriting of one & same writer namely Ashok Kumar.

8. In his testimony MW1 Shri M.K. Verma categorically deposed that Satish Kumar was selected & promoted for the post of Work Assistant under 25 per cent of Direct Recruitment quota as the said Shri Satish Kumar had passed trade test for the post of Work Assistant. This witness was cross examined at length but nothing material came out to shake his testimony, however he clarified that though there occurred some irregularity at the time of trade test as Satish Kumar Sharma was not eligible for it, but same was subsequently rectified.

9. It is a matter of record that the Management herein had taken a proposed action to revert Shri Satish Kumar Work Assistant from the post of Work Assistant to Beldar w.e.f. 7/7/1995 which was challenged before the CGIT, New Delhi and vide Award Ex.WW1./M-3 dated 25/3/1998, my learned Predecessor had passed no dispute award in the matter. It is a matter of record that Shri B.K. Prasad who happened to be the A/R of the claimant Union in the present matter, had represented the workman Satish Kumar in the said case.

10. From the evidence adduced on record it is manifest that the case of Shri Satish Kumar is not of promotion rather it was the case of recruitment under Direct Recruitment Quota and the said Satish Kumar was appointed/promoted as Work Assistant after he successfully passed the Trade Test meant for the said post, whereas 12 other officials/candidates who had appeared in the said Trade Test did not qualify the same. Once the Management of CPWD has selected/promoted an official on the basis of Trade Test as per the recruitment rules, it will be unjust to comment that the action of the Management is discriminatory among equals or that all other officials who are workmen in the category of Beldar, Khalasi, Mali, Senior Mali, Carpenter, Mason, Fitter, Wiremen, Pump Operation, Chowkidar, NTS Mate etc. be also given promotion to the post of Work Assistant notwithstanding the fact that they qualified the requisite Trade Test or not. Resultantly, this Tribunal is of the considered opinion that there exists no dispute between the parties. Accordingly, no claim/dispute award is passed in this case, leaving the parties to bear their own costs.

Dated : 15.11.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1807.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कार्यकारी अधिकारी, छावनी बोर्ड, मेरठ कैंट एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 2 दिल्ली के पंचाट

(संदर्भ संख्या 27/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.07.2018 को प्राप्त हुआ था।

[सं. एल-13012/2/2010-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1807.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. Case No. 27/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Executive Officer, Cantonment Board, Meerut Cantt and their workman, which was received by the Central Government on 02.07.2018.

[No. L-13012/2/2010- IR (DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.2, DWARKA COURTS COMPLEX : NEW DELHI**

**ID No. 27/2011**

Shri Pradeep Kumar,  
S/o. Shri Summari,  
R/o. CV H No.06 Ravinderpuri,  
Naya Bazar Sadar, Meerut Cantt Through  
Praveen Kumar Bhardwaj, Advocate,  
Authorised Representative.  
Veer Sadan, B-239, Shastri Nagar  
Meerut.

...Workman/Claimant

**Versus**

The Executive Officer,  
Cantonment Board,  
Meerut Cantt.

...Management

#### AWARD

In the present case, matter was referred to this Tribunal vide letter No. L-13012/2/2010-IR(DU) dated 22.03.2011 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Cantonment Board in terminating the services of workman Shri Pradeep Kumar s/o Summari w.e.f. 1/4/2008 without any notice and/or compensation is legal and justified ? What relief the workman is entitled to and from which date ?’

2. Both parties were put to notice and the claimant. Pradeep Kumar workman filed statement of claim. As per the averments made in the claim petition, the workman was appointed by the Management in the year 1995 as Sweeper. During the course of his employment, his conduct and service record was throughout satisfactory. After the workman/claimant sustained some bodily injuries while saving his senior officers from some anti-social elements who attacked the senior officers posted in the Cantonment Board Meerut on 10.8.1998, it was assured that he will be paid honorarium/ reward of Rs.25,000/- and that his services would be regularized but to no avail. The workman/claimant worked under the control of the Management till 31/3/2008 and as usual when he went in the office on 1/4/200, he was not allowed to work and was orally told that his services are no more required by the Management. It is alleged that the Management had even regularized the services of the workman namely Umesh s/o Raju Rodiya, Vikas s/o. Rajender, Navin s/o. Nand Kishore, Amit s/o. Raja Rai, Rajit s/o. Sumera and Sonu s/o. Jagdish Singh who were all juniors to the workman/claimant. The claimant worked for 240 days in a calendar year and was entitled to be regularized. When the

claimant made a demand for regularizing him, his services were terminated by the Management without any notice and in violations of the Section 25-G and 25-H of the ID Act, inasmuch as neither any show cause notice nor any chargesheet was issued to him before his termination. Even no domestic enquiry was conducted by the Management prior to his termination. Hence, prayer has been made for his reinstatement into service with full back wages.

3. The claim petition has been resisted by the Management who filed its reply. While denying the allegations of the workman regarding his termination etc., it has been stated that the Cantonment Board being a local Municipal Body has to engage some labour like Safai Karamcharies and Mazdoors from time to time for occasional/seasonal work i.e. in emergent cases or during monsoon season or when some dignity do visit or for any official function, in the public interest. The workman/claimant was never appointed as permanent employee by the Management. The Cantonment Board took his services on daily wage on temporary basis for the first time in the year 1997. He had never worked as daily wagger for 240 days in a year from 1997 till the year 2008. The statement of claim made by the claimant is false and concocted. There was no sanctioned post of Safai Karamchari in the year 1995 and therefore, the claim of the workmen regarding appointing him on permanent basis is false. As regards the allegations of the claimant that some officials. Junior to him were regularized against permanent post, it has been stated by the Management that in fact some vacancies had arisen in the year 2005 for which applications were invited by advertisement dated 31/3/2005 in Dainik Jagran and a Selection Committee constituted by the Competent/Appointing Authority vide orders dated 23/6/2005 and 7/7/2005 had taken physical test and interview of all 1310 candidates and names of most suitable candidates were recommended & appointed for the post. In the said selection process, the applicant was not found suitable. Prayer has been made for dismissal of the claim petition.

4. The claimant/workman filed replication wherein he denied all the allegations made by the Management and reiterated his own case as set up in the claim petition.

5. It is worthwhile to mention here that no specific issue excepting the one as referred by the Govt, of India in the Reference requires adjudication.

6. The Claimant in support of his case examined himself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/28.

7. The Management did not lead any evidence and opted not to participate in the proceedings and ultimately, the case was proceeded ex parte against the Management vide order dated 23/11/2017.

8. I have carefully gone through the evidence adduced on record.

9. The factum of engagement of the claimant by the Management as Safai Karamchari on daily wage basis stands duly admitted in the written statement/reply, though the claimant/workman claimed that he was appointed/engaged in the year 1995 but in the written statement, the year of his engagement has been mentioned as 1997. The testimony of the claimant by way of his affidavit Ex.WW1/A is on the similar lines of the averments made in the statement of claim. The claimant has filed on record documents/request letters Ex.WW1/6 to Ex.WW1/21 to show that from the year 2005 to 2008 with the request to depute him against regular posts in view of the fact that he has been working with the Management on daily wage basis for the last 11 years. The workman/claimant has also categorically deposed that since the date of his engagement, he has performed same nature of work regularly w.e.f. 1/9/1995 to 31/3/2008 and in every year he worked for more than 240 days in a calendar year with the Management. The Management is in possession of the attendance record/Muster Roll register as well as Wage Payment Register which would show that the claimant did work for more than 240 days in a calendar year with the Management but the Management is not producing the same. After his illegal termination, he sent a demand letter/legal notice dated 19/3/2009 ( Ex.WW1/6) to the Management through registered post but no reply thereto was received from the Management.

10. In the written statement filed on behalf of the Management it has been pleaded that workman/claimant was never appointed as permanent employee by the Management. The Cantonment Board took his services on daily wage on temporary basis for the first time in the year 1997. He had never worked as daily wagger for 240 days in a year from 1997 till the year 2008 for occasional/seasonal work.

11. There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove that he has worked with the employer/Management for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meqhajibhai Gavda (2012) 1 SCC 47.

12. There is hardly any dispute with the preposition of law as propounded in the aforesaid case. However, the factual scenario in the present case is bit different, inasmuch as the Management in its written statement has admitted that the claimant was engaged on daily wage basis from time to time since the year 1997 till 2008. Equally settled is the position of law that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the Act or in accordance with Standing Order applicable to the establishment concerned. In the case in hand, it stands clearly proved from the pleadings and evidence on record, especially the admission made by the Management in its written statement that the claimant was duly engaged by the Management on daily wage basis for doing intermittent/seasonal nature of work and he was also paid wages for such period of work performed by him. As such, it clearly establishes relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as

under :

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(S) of the Act.

13. As discussed above, in the case in hand engagement of the claimant as daily wage worker is duly admitted by the Management in its written statement but the Management has neither filed any documents, nor has adduced any oral evidence so as to show that claimant has not completed 240 days in a calendar year. The Management was in possession of relevant documents such as abstract of attendance of daily wage workers, vouchers, salary slips etc. as the Management was paying wages to the claimant in cash but no such document was produced on record. Having failed to produce such like documents, same is really a crippling blow to the case of the Management.

14. Now the vital question for consideration is as to whether termination of the claimant is illegal and against the provisions of the Act. As discussed above, this Tribunal has held that the claimant was the “Workman” for the purposes of the Act. Testimony of the claimant that the Management has neither issued any notice of termination, nor paid one month’s salary in lieu of such notice as required under Section 25-F of the Act, has gone unchallenged and un rebutted. There is long line of decisions of Hon’ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management to be illegal and wrong under the law.

Resultantly, it is held that action of the Management in terminating the service of the claimant is totally illegal and wrong.

15. Now the crucial question for consideration is whether the claimant is entitled to any incidental relief of payment of back wages and/or reinstatement of service. The claimant while appearing as WW1 has stated that since the date of his termination, he is still unemployed and did not get any employment despite best efforts. No evidence has been adduced on behalf of the Management to rebut the claim of the workman/claimant or to show that the claimant is gainfully employed somewhere else or that he is in a position to make her both ends meet by doing any work. Even if it is assumed that the claimant is doing some intermittent or adhoc work to make her both ends meet, that would not itself amount to gainful employment. But at the same time this Tribunal can not ignore the fact that there is no positive evidence on record to prove that the claimant was continuously serving the Management against a regular/permanent post, since after his engagement. Latest trend itself discernable from the various pronouncements made by the Hon’ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not be awarded. There are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190 as under:

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.”

16. Having regard to the recent judicial trends and duration of service rendered by the claimant, an amount of Rs. One lakh (Rupees One Lakh) appears to be just and reasonable, and the same is payable to the claimant herein by the Management. In case this compensation amount is not paid within one month from the date of publication of this Award, then the claimant will be entitled to recover the same alongwith interest @ 6% per annum from the date of filing the claim petition till realization of the amount. Award is passed accordingly.

Date : 27.06.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का.आ. 1808.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक अधिकारी, अखिल भारतीय आयुर्विज्ञान संस्थान और अन्य, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 दिल्ली के पंचाट (संदर्भ संख्या 91/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.11.2018 को प्राप्त हुआ था।

[सं. एल-42025/03/2018-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1808.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. Case No. 91/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Administrative Officer, All India Institute of Medical Sciences & others and their workman, which was received by the Central Government on 19.11.2018.

[No. L-42025/03/2018- IR (DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075**

**ID No.91/2015**

Shri Vidya Nand Sharma S/o late Shri Uday Narain Sharma,  
R/o F-48, Lado Sarai,  
New Delhi 110 030

...Workman

#### Versus

- (i) The Administrative Officer,  
All India Institute of Medical Sciences  
Ansari Nagar,  
New Delhi 110 029
- (ii) M/s. Sulabh International Social Service Organization,  
Sulabh Bhawan, Mahavir Enclave, RZ-83,  
Palam – Dabri Road,  
New Delhi – 110 045

...Managements

#### AWARD

Present dispute has been raised by Shri Vidyanand Sharma (in short the workman) under the provisions of sub-section (2) of section 2-A of the Industrial Disputes Act, 1947 (in short the Act). A period of 45 days stood expired from the date of making his application before the Conciliation Officer. Sub-section (2) of section 2-A of the Act empowers him to file a dispute before this Tribunal, without being referred by the appropriate Government. His contention stands substantiated by the provisions of sub-section (2) of section 2-A of the Act. Workman has been given a right by the Act to approach this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of her service, without a dispute being referred by the appropriate Government under sub-section (1) of section 10 of the Act. Since dispute was within the period of limitation, as enacted by sub section (3), and answered requirements of sub-section (2) of section 2-A of the Act, it was registered as an industrial dispute, even without being referred for adjudication by the appropriate Government, under section 10(1) (d) of the Act.

2. The claimant, filed his statement of claim wherein it is averred he was deployed as contract labour on the post of Supervisor of Cafeteria established by All India Institute of Medical Sciences (in short the management) on 25.01.2008

and terminated without any notice on oral order with effect from 01.06.2010. No opportunity was granted to present his case. Finally it has been prayed that direction may be passed for his reinstatement in service.

3. Reply was filed on behalf of M/s. Sulabh International Social Service Organization averring that the complaint is not maintainable nor fit to be taken cognizance of. Initially complaint was against All India Institute of Medical Sciences but subsequently M/s. Sulabh International Social Service Organization was added as one of the contesting management. During the conciliation, it was specifically conceded by the claimant before the Ld. Assistant Labour Commissioner (Central) that he has no grievance or dispute against M/s. Sulabh International Social Service Organization. Hence, the instant complaint is fit to be rejected.

4. Initially despite affording of several opportunities, All India Institute of Medical Sciences failed to file their written statement and hence were proceeded ex-parte.

5. Thereafter, case was listed for filing of rejoinder. In the meanwhile, it was brought to the notice of this Tribunal that the claimant has since expired and no legal heir has come forward to pursue the case. In such circumstances, this Tribunal is left with no alternative but to pass a 'no dispute' award. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : 14.11.2018

A.C. DOGRA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1809.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स छावनी बोर्ड और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 65/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.12.2018 को प्राप्त हुए थे।

[सं. एल-13011/02/2014-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1809.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Cantonment Board & Others, and their workmen which were received by the Central Government on 07.12.2018.

[No. L-13011/02/2014-IR(DU)]

RAJENDRA JOSHI, Dy Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

**PRESENT :** RAKESH KUMAR, Presiding Officer

**I.D. No. 65/2014**

Ref.No. L-13011/02/2014-IR(DU) dated 28.10.2014

#### BETWEEN :

Sri Ram Pandey, Zonal Secretary,  
All India Cantonment Board Employees Federation,  
Dehradun- 248001

#### AND

1. The Chief Executive Officer  
Cantonment Board  
Dehradun, Clement Town, Roorkee, Almora,  
Nainital, Chakrata, Ranikhet,  
Lansdown, Landour, Meerut.

2. The Principal Director  
Defence Estate, Central Command,  
Directorate Defence Estate,  
Ministry of Defence, Central Command, Lucknow Cantt.  
Lucknow-226001.
3. The General Officer Commanding in Chief  
Central Command, Lucknow Cantt, Lucknow – 226001.

#### AWARD

1. By order No. L-13011/02/2014-IR(DU) dated 28.10.2014 and its subsequent corrigendum dated 11.11.204, 16.06.2015 & 04.08.2015 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Ram Pandey, Zonal Secretary, All India Cantonment Board Employees Federation, Dehradun and the Director, Defence Estate, Central Command, Directorate Defence Estate, Govt. of India, Ministry of Defence, Central Command, Lucknow Cantt. Lucknow for adjudication.

2. The reference under adjudication is:

**“WHETHER THE DEMAND OF THE UNIONS FEDERATION REGARDING NON IMPLEMENTATION ACP BENEFITS TO THE EMPLOYEES AS PER VITH PAY COMMISSION REPORT BY THE MANAGEMENT IS JUSTIFIED? IF NOT, TO WHAT RELIEF THE ELIGIBLE EMPLOYEES ENTITLED FOR?”**

3 In the claim statement, W-4/petition dt. 01.12.2014, the Workmen Federation has stated in brief that as per the memorandum of settlement dt. 23.05.1969, and in furtherance the judgment dt. 04.03.1960 passed by NIT, Bombay, it was laid down that the employees of the Cantonment Board would be entitled to get the salary and the allowance being paid to the concerned State Govt. employees, where the Cantonment Board is situated. Accordingly the Cantonment Board employees have requested for sanction of salary benefits taking into account the similar pay scale etc. being provided to the concerned State Governments, where promotion could not be accorded to due to certain reasons. It has further been submitted by the petitioner that the matter was raised before the JCM, on 24.03.2011, in the office of Director General (Defence Estate), New Delhi and the Director General has assured in writing that in the schedule time frame, time scale would be provided to the concerned Cantonment Board employees, in the Central Command, thereafter, despite several oral and written requests having been made, appropriate sanction has not been yet given by the concerned authorities. On 03.10.2013 a notice was issued to proceed on strike, copy was sent to the Labour Commissioner, efforts for conciliation was made by the RLC office and compromise in writing was formulated wherein it was decided that time scale benefits be provided as per Rules till 31.03.2014, and this news was widely published in several News Papers.

4. It has been asserted in the claim statement that about 85% to 95% employees are semi-literate and Safai Karmachari, getting very low salary, they were optimistic to get some relief in furtherance of the aforesaid decision taken by the authorities, even then the payment was not made appropriately to all the concerned employees till the dead line 31.03.2014, consequently such employees and their family members are suffering from mental agony and pain. The Federation in its letters dated 03.10.2013 and 28.11.2013 has requested that the concerned employees would also be paid additionally interest on the sum due @ 18% per annum. With the aforesaid pleadings request has been made by the petitioner to adjudicate the matter accordingly in favour of the employees.

5. The management in its written statement M-8 dt. 08.04.2015 has requested to issue directions to the petitioners to file specific statement of claim mentioning their grievance alongwith all supporting documents.

6. Thereafter comprehensive claim statement W-17 dt. 14.08.2015 has been filed by the petitioner reiterating the facts in detail mentioned in earlier petition W-4. The petitioner has submitted that claimant is covered under the definition of the workman as provided in the Section 2(S) of the I.D. Act. The facts regarding memorandum of settlement, conciliation proceedings and the decision taken before the JCM has been mentioned. It has also been emphasized in W-17 that the recommendation of 6<sup>th</sup> CPC have been accepted by the Statement Government with certain modifications according G.O. has already been issued by the U.P and Uttarakhand Government and ACP benefits have been granted to the concerned State Govt. employees on completion of 10,16,26 years of service.

7. It has further been stated by the petitioner that the Cantonment Boards of Central Command situated in UP and Uttarakhand and other states are given ACP benefits to its employees, Central Govt. has also issued certain OM's but there is no specific directions/guidelines regarding time scale, and therefore the management of the Cantonment Board do not observe any specific time schedule for processing the cases of eligible employee for granting ACP benefits. Therefore it has resultantly caused dis-appointment and dis-satisfaction to the employees. Certain other facts regarding meeting held before the CEO, of the Cant. Board and the RLC have also been mentioned. With the aforesaid pleadings request has been made by the petitioner seeking directions to the opposite party so as to file the time schedule regarding processing of cases as provided in the Central Govt. OM dated 19.05.2009, 18.02.2015 and decision taken in JCM dt. 09.05.2015. Further prayer of sanction of interest @ 18% has also been made by the petitioner. Several documents have been annexed with the claim statement.

8. The management in its written statement M-20 dt. 23.01.2016 has submitted that Cantonment Boards are autonomous body performing various municipal functions within Cantonment limits. The opposite party has submitted that 25 Cantonment Boards are located in the State of U.P, Uttarakhand, Jharkhand, MP and Bihar, whereas there are total 62 such Boards in the country. Service of the Cantonment Board employees is governed by the Cantonment Board Fund Servant Rules 1937. Memorandum of settlement finalized in the year 1969 has also been admitted. GO issued by the UP and Uttarakhand Govt. regarding sanction of ACP have also been admitted.

9. The opposite party has stressed that the ACP scheme is new and number of modifications and guidelines have been issued by Principal Director, Defence Estate, Central Command, Lucknow to the CEOs of the Cantonment Boards through letters dt. 18.07.2012, 23.01.2015, 29.01.2015, 03.02.2015, 11.02.2015, 20.02.2015 etc. It has also been emphasized that the proposal received from a Cantonment Board is examined by the office of Respondent No.2 before forwarding it to the GOC-in-C, Central Command/Competent Authority. The opposite party has also pointed out that there are thousands/hundreds officials/employees in the Cantonment Boards on their services and Rolls, ACP becomes due to several employees in each quarter of year and all the proposals are being forwarded to the office of Respondent no.2 & 3 by the Cantonment Board, consequently enhancing the burden of their office.

10. The opposite party has emphasized that the delay caused in the grant of ACP is not deliberate, since the process is complicated and very lengthy, and some times deficiencies found there in have to be rectified. For this purpose concerned employees were also imparted, a training programme. The opposite party has submitted that during the period two years opposite parties have granted sanction of ACP in respect of 1134 employees of different Cantonment Board. Sometimes delay is caused due to strict adherence of Rules and the procedure since it relates to financial implications. The opposite party has stressed that the grant of ACP is continuous and unending process, the jurisdiction stretches all the Cantonment Boards of the Central Command, more over every month number of employees become eligible for ACP. Several employees mentioned in the list annexed with the claim statement have already been granted the benefit of ACP. With the aforesaid pleadings request has been made by the respondent to reject the claim statement and it has been reiterated that there is no denial regarding sanction of ACP to the eligible Cantonment Board Employees, as per Rules. Certain documents have been annexed with the Written Statement.

11. With the strong denial of the counter allegations leveled in the written statement, the petitioner has filed rejoinder W-24, reiterating the assertion made in the claim statement.

12. The petitioner in support of the claim statement has filed affidavit of Sri Ram Pandey as W-29 alongwith the annexure, he has been thoroughly cross examined on behalf of the management.

13. The management has filed affidavit of Sri R.P. Singh, Office Supdt. In the office of Principle Director (Defence Estate) Central Command, Lucknow as M-32. He has been cross examined on behalf of the workman.

14. Arguments of Learned ARs of both the parties, viz. Sri Ram Pandey for the workman/union and Sri R.P. Singh, Office Supdt, O/o P.D., Central Command, Lucknow for the opposite party respondent have been heard at length. Record has been perused comprehensively.

15. It is an admitted fact that the petitioner employees are under the administrative control of the concerned CEO, Cantonment Boards, which are supervised and administratively dealt with by the Principal Director, Defence Estate, Central Command, Ministry of Defence, Lucknow. Moreover the sanction of ACP to the concerned employees, is dealt with as per guidelines issued by the P.D office, in consonance with the established rules and norms. Sometimes delay is caused due to prevalent procedure and movement of files seeking approval of the competent authority. It is also evident from the record that intentional delay has neither been proved by the petitioners, nor it is reflected otherwise from the conduct of the respondents. It has also been stated on oath by the management witness that almost on every working day ACP becomes due for some employees and “Zero Pendency” of the cases due for sanction of higher pay scale/ACP is not possible. It has also been brought on record that minutes recorded in the deliberation of the JCM, are being strictly followed so as to ensure the expeditious disposal of the pending proposal. However, the delay in sanctioning the ACP to the eligible employees can never be appreciated and the concerned CEOs and other authorities are duty bound to take decisions without any delay.

16. Learned Authorized representative for the petitioners has referred the judgment dt. 24.08.2015 passed by Hon'ble Delhi High Court in W.P.(C) 7964/2015 Bhagwan Das Vs Union of India and others Learned AR for the respondent submits that this Ruling is not applicable on the matter in issue.

17. The evidence adduced on behalf of the respondents and the arguments advanced by Sri R.P. Singh, Office Supdt. O/o P.D, Ministry of Defence, Central Command, Lucknow shows the sincere dedication and diligence on the part of the Office Supdt. The intellect argument and persistence sincerity expressed by Sri Ram Pandey for the petitioners is also commendable.

18. After having heard the submissions made by both the parties on analytical perusal of the record, following salient points emerge:

- (A) The employees working in the 25 Cantonment Boards under the jurisdiction of the Principal Director, Defence Estate, Central Command, Lucknow and General Officer Commanding in Chief, Central Command Lucknow are under the supervisory administration of the respective Cantt. Boards, carried out by the concerned Chief Executive Officer of the Cantonment Boards.



- (B) **The sanction of Assured Carrier Progression (ACP) to the eligible employees should not be unduly delayed. Systematic plan with a time bound schedule has to be chalked out and implemented by the concerned authorities without any failure. Decision regarding sanction of the ACP/higher pay scale to the eligible sincere employees must be made effective latest within three months from the due date.**
- (C) The delay in sanctioning the ACP or other salary benefits, undoubtedly causes financial hardship and mental agony to the **Eligible** sincere employees of the Cantonment Boards. Mere procedural formalities in this regard can never be treated as a general excuse for not sanctioning the order within time.
- (D) The administrative decision is advisable on the part of the superior authorities so as to ensure the minimization of delay in sanctioning the relevant pay scale **to the eligible sincere employees**. Moreover, the official or the officer concerned, being responsible for unnecessary lingering on the matter, **thereby causing delay in this matter should be dealt with strictly by the Principal Director Office**. It is to be followed in letter and spirit.

19. The Schedule referred by the Govt. of India in the aforesaid matter, is disposed accordingly. The concerned employees/petitioner are entitled to get the relief in terms of this award as discussed at para 18 above. Moreover the eligible employee whose name finds reference in Annexure -6 (paper No. 17/48 to 17/54) of the statement of claim be given benefit of ACP due to them, if not given so far, within eight weeks of publication of this award.

20. Award as above.

LUCKNOW

04.12.2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2018

**का. आ. 1810.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स उपाध्यक्ष, एन एच पी सी कर्मचारी संघ और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, के लखनऊ पंचाट (संदर्भ संख्या 39/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.12.2018 को प्राप्त हुए थे।

[सं. एल-42011/96/2017-आईआर(डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 10<sup>th</sup> December, 2018

**S.O. 1810.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Vice President, NHPC Karamchare Sangh, and others, and their workmen which were received by the Central Government on 07.12.2018.

[No. L-42011/96/2017-IR(DU)]

RAJENDRA JOSHI, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT LUCKNOW

**PRESENT :** RAKESH KUMAR, Presiding Officer

**I.D. No. 39/2017**

Ref. No. L-42011/96/2017-IR(DU) dated: 11.08.2017

#### **BETWEEN :**

Sh. Kharak Singh, Vice President  
NHPC, Karamchare Sangh, Sharda Region  
Darchula, Pithoragarh  
Uttarakhand – 262545  
(Espousing cause of Shri Kharak Singh)

## AND

Sh. Kishore Chand, Assistant Manager – HR  
Dhauliganga Hydro Electric Project, NHPC  
Tapovan, Pithoragarh  
Uttarakhand – 262545

## AWARD

1. By order No. L-42011/96/2017-IR(DU) dated: 11.08.2017 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Kharak Singh, Vice President, NHPC, Karamchare Sangh, Sharda Region, Darchula, Pithoragarh, Uttarakhand – 262545 (Espousing cause of Shri Kharak Singh) and Sh. Kishore Chand, Assistant Manager – HR, Dhauliganga Hydro Electric Project, NHPC, Tapovan, Pithoragarh for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

**“WHETHER THE ACTION OF THE MANAGEMENT OF THE NHPC, DHAULIGANGA HYDRO ELECTRIC PROJECT, DHARCHULA, PITHORAGARH, UTTARAKHAND IN NOT COUNTING/CONSIDERING THE AD-HOC SERVICE RENDERED BY EH WORKER SH. KHARAK SINGH FROM YEAR 1984 TO 1989 FOR THE COMPUTATION OF HIS SENIORITY AND OTHER CONSEQUENTIAL BENEFITS IS LEGAL, FAIR AND JUSTIFIED. IF NOT, THAN WHAT RELIEF HE IS ENTITLED TO AND FROM WHICH DATE?”**

3. On receipt of the reference order the workman's union was issued registered notice and was called upon to file its statement of claim with list of reliance and list of witnesses on 19.01.2018. None turned up from the parties on 19.01.2018. Thereafter next dates were fixed on 16.04.2018 & 19.06.2018; but again none turned up from parties nor any statement of claim was filed on behalf of the workmen union. However, the parties appeared, on repeat notice, on 18.09.2018; whereupon the workmen's union sought time to file statement of claim; and accordingly 23.10.2018 was fixed for statement of claim. On 23.10.2018 the workmen's union abstained itself; and accordingly 12.11.2018 was fixed for filing of the statement of claim.

4. The parties were present on 12.11.2018; and on the said date, the workmen's union moved an application, W-5, stating therein that it wants to withdraw the case; and accordingly sought permission of this Tribunal for the same. The authorized representative of the management endorsed its 'no objection' on the application, W-5. Thus, keeping in view prayer of the workmen's union for withdrawal of the case and no objection from the management, the file was reserved for award.

5. Therefore, in view of the written submission of the workman's union there is no need to decide the reference order on merit and the same is disposed of as there is no grievance left with the workman. The Trade Union's case for relief claimed stands withdrawn. No relief is required to be given to the workman concerned. The matter is resolved; and the reference under adjudication is answered accordingly.

6. Award as above.

LUCKNOW

3rd December, 2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2018

**का आ.1811.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 58/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.12.2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 12<sup>th</sup> December, 2018

**S.O. 1811.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 12.12.2018.

[F. No. L-12025/01/2018- IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM- LABOUR COURT LUCKNOW****PRESENT : RAKESH KUMAR, Presiding Officer****I.D. No. 58/2012****BETWEEN :**

Mo. Kurban S/o Sri Mushahib  
C/o Abdul Sameem, Khandari Lane  
119/114, Mustfa Khan ka Hata, Lalbagh, Lucknow

**AND**

1. General Manager  
Northern Railway, Baroda House  
New Delhi.
2. Divisional Rail Manager  
Northern Railway, Hazratganj  
Lucknow.
3. M/s. Shahid Faizan Ahmad & Brothers  
654, Begum Ka Makbara, Faizabad (UP)

**AWARD**

1. The present industrial dispute has been filed by the workman, under provisions contained in the Section 2A (2) of the Industrial Disputes Act, 1947 for alleged termination of the services of the workman by the management of Northern Railway & others, for adjudication before this Central Government Industrial Tribunal –cum- Labour Court, Lucknow.
2. The case of the workman, Mo. Kurban, in brief, is that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 01.09.2003 to 25.04.2009 continuously when his services have been terminated without any notice. It is submitted by the workman that the opposite party No. 02 has kept opposite party No. 03 to escape from the responsibilities and labour laws though he performed duties of opposite party No. 2 under its directions. He also submitted that he was issued a gate pass by the opposite party No. 03, under directions of the opposite party No. 02, which used to be taken back at the end of the year. The workman has stated that he after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. Accordingly, the workman has prayed for reinstatement with full back wages with continuity in service.
3. The opposite party No. 01 & 02 has disputed the claim of the workman by filing its written statement; wherein it has mentioned that the workman had never been engaged/appointed by the opposite party No. 01 & 02; moreover the railway management entered into an agreement with the opposite party No. 03 for executing the day to day casual work at railway stations; and accordingly, the railway administration is not liable for any claim made by the workman as the railway administration neither engaged the workman nor did it terminate him; and also that it did not make any violation of any labour law or engaged in any kind of unfair labour practice; hence it has been prayed by the opposite party No. 1 & 2 that the claim of the workman be rejected without any relief to him being devoid of merit.
4. The opposite party No. 03 has also disputed the claim of the workman with submission that neither any post of Box Porter was ever vacant nor the opposite party No. 3 ever received work order or Form-V from railway administration nor the workman was ever appointed with the opposite party No. 1, 2 & 3 on the post of Box Porter; hence there is no question of his termination. It has submitted that the workman was never issued any gate pass by the opposite party No. 3 and various benefits such as salary, weekly holiday, Provident Fund and medical facilities are available to the regularly appointed employee who are appointed after adopting due procedure; and the workman is not entitled for the same as there was no violation to the provisions of I.D. Act, 1947. Accordingly, the opposite party No. 03 has prayed that the claim of the workman be rejected.
5. The workman has filed its rejoinder wherein he has denied the counter allegations of the opposite parties reiterating the averments already made in the statement of claim.
6. The opposite party No. 03 did not turn up after filing of its written statement.

7. The workman and opposite party No. 01 & 02 filed photocopies of documents in support of their cases. The workman examined himself; whereas the opposite party No. 01 & 02 examined Shri P. K. Singh, ADME (O&F), Northern Railway, Lucknow in support of their respective stands. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

8. Heard the authorized representatives of the parties and perused entire evidence available on record.

9. The authorized representative of the workman has argued that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 01.09.2003 to 25.04.2009 continuously when his services have been terminated without any notice or notice pay or assigning any reason thereof in contravention to the provisions of Section 25 F of the I.D. Act, 1947. The learned authorized representative of the workman has also asserted that the workman after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. He has relied upon

- (i) *The Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998*
- (ii) *Judgment dated 27.01.1999 of Hon'ble Calcutta High Court in Sheikh Jahangir Ali & others vs Calcutta Port Trust & others.*
- (iii) *(2006) 12 SCC 380 District Rehabilitation Officer & others vs Jay Kishore Maity & others.*
- (iv) *(2003)11 SCC 590 A.I. Railway Parcel & Goods Porters' Union vs Union of India & others.*

10. In rebuttal, the opposite party No. 01 & 02's representative has contended that the workman is contractor's employee as the opposite party has undergone a contract with the M/s Industrial Security Services for supply of security personnel; and accordingly the workman was one of the security guards provided by M/s Industrial Security Services and the said contractor/agency was duly paid for it, which in turn paid salary to the workman. It has been urged that the management of opposite party No. 01 neither appointed the workman nor terminated his services; rather his employment was regulated by M/s Industrial Security Services and the same came to an end with the end of contract with the agency; hence there was no violation of provisions of the Industrial Disputes Act, 1947. He has relied upon:

- (i) *2017 LLR 940, the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL*
- (II) *2018 LLR 758 Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati*

11. I have given my thoughtful consideration to the rival contentions of the parties and perused entire evidence available on file.

12. The workman has come up with a case that he had been appointed by the opposite party No. 2 on the clear vacancy of Box Porter and the management of railways engaged the opposite party No. 3 in order to deprive the workman of his legitimate rights. It has also been contended by the workman that keeping in view the long and continuous service with the opposite party No. 1 & 02 he was entitled for grant of temporary status and other consequential benefits admissible to the employees with temporary status under Railway Establishment Rules; but on the contrary the management of Railways has acted in utter disregard to the norms and has terminated his services without any reason or rhyme or any notice or any notice pay in lieu thereof, which is violative of the provisions of the Section 25 F of the ID Act, 1947. It is also the case of the workman that keeping in view the pronouncement of the Hon'ble Apex Court regarding regularization/absorption of Box Porters with railway administration, he was also entitled for regularization/absorption into the services of the Railways. The workman has filed photocopy of gate pass/Identity card, purported to be issued by opposite party No. 3.

13. Per contra, the opposite party No.1 & 2 has come forward with a clear cut case that the management of railways neither appointed the workman in any capacity nor there arises any question of his termination or violation of any of the provisions of the Industrial Disputes Act, 1947. It is the case of the management of railways that the management of railways entered into an agreement with M/s Shahid FAizan Ahmed & Brother's for transportation of driver line boxed from Charbagh & Alamnagar station and accordingly, the workman's services were availed by the said contractor/opposite party No. 3 by engaging him; and was paid accordingly. Thus, there was no direct employer-employee relationship between the management of railways and the workman, therefore, the management of railways is not liable to the workman in any way as claimed before this Tribunal. The opposite party No. 01 & 02 has filed photocopy of the contract dated 22.01.2009 entered between the railway administration and the opposite party No. 3.

14. Moreover, the opposite party No. 03 has also rebutted the claim of the workman with submissions that the workman had never been appointed by any of the opposite parties and he was not entitled for any of the benefits as claimed by him as they were admissible to the regularly appointed employees of the railways. It also mentioned that there was no vacancy of the Box Porter nor any such post was advertised by the railways or any recruitment was done in pursuance thereof. However, the opposite party No. 03 did not turn up after filing its written statement. But its absence does not automatically create any legal rights in favour of the petitioner workman.

15. Having gone through the respective pleading of the parties and entire documentary evidence available on record it comes out that the railway administration entered into a contract with the opposite party No. 03 viz. M/s Shahid Faizan Ahmed & Brother's to carry out the working according to the specification provided in the contract for a period or two

years only; and in consequence thereto; workman had been engaged by the opposite party No. 03 viz. M/s Shahid Faizan Ahmed & Brother's for transportation of Driver line boxes from Charbagh & Alam Nagar station railway platform.

The workman has examined himself in support of his case and during his cross-examination has stated that he had been appointed by the contractor on 01.09.2003 and he worked upto 25.04.2009. He also stated that railway neither recruited him nor terminated him. He further stated that paper No. 13/4 is his identity card which bears signature of contractor and had been issued by him.

On contrary, the management of the railway has examined Sri P. K. Singh, ADME (O&F), who stated in his cross-examination that contractor is being allotted 'work order', which is for a specific time period; however the time period keeps on changing with reference to the condition and this may be for 6 months, some time for 01 year and sometimes it may be for 02 years also, depending on the nature of the work. He stated that Indian Railway does not have direct relation with any Box Porter and the contractor is fully responsible for quality of work. He further stated that the contractor is directly related with the workman and Railways has no role in the appointment of Box Porter by the contractor; nor does the railway issues any identity card to any of the Box Porter engaged by the contractor. The management witness specially stated that since the contract used to be time bound, therefore, on its expiry, the contract is issued again; hence there is no relation with the railways regarding regularization.

16. During course of the oral submissions the learned authorized representative of the workman has stressed over the order of Hon'ble Apex Court's Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and has submitted that the case of the workman is covered with the said order of the Hon'ble Apex Court and since the railway management has given appointment/regularized other box porters in light of above order dated 15.02.2013 of the Hon'ble Supreme Court, therefore the workman is also entitled for regularization accordingly. The learned authorized representative of the management of railway has vehemently opposed the same. Having taken into account the contentions of the rival parties and perusal of the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and various letters filed by the workman, obtained through Right to Information Act, 2005, it appears that the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 was *in personam* and not *in rem*, therefore, the directions of the Hon'ble Supreme Court shall apply to the workmen who approached the Hon'ble Supreme Court; and since the workman never approached the Hon'ble Supreme Court, therefore, the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 is of no use for him.

Hon'ble Calcutta High Court in 2017 LLR 940, *the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL* has held that admission of the workmen that they were working under their respective contractor, is sufficient to establish that they were having no employer-employee relationship with BSNL management; hence, the workmen are not entitled to seek any relief from BSNL management. Hon'ble High Court has observed as under:

***"The ratio of the Division Bench in the case of the Binoy Bhushan Chakraborty (supra) is that when a workman is engaged by a contractor to carry out some work at any establishment of BSNL, if such workman is retrenched by the contractor while working under him, BSNL cannot be regarded as employer of such workman with the meaning of "employer" as defined in the Industrial Disputes Act nor such workman can be held to be a "workman" under BSNL within the meaning of the said term, as defined under the said Act and such workman cannot claim to be absorbed in the service of BSNL."***

Hon'ble Allahabad High Court in 2018 LLR 758 *Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati* has observed as under:

***"Since, prima facie there was no employment of the respondent with the petitioner there could not have been any termination. I am therefore, of the definite opinion that the Labour Court decided the dispute erroneously. It had no jurisdiction to decide the matter. In fact, when the workman was not at all a workman as had been stated by the petitioner and as was also clear from the averment made in paragraph-10 of the counter affidavit the respondent/workman who had been engaged by a contractor had the remedy to file a claim under the Contract Labourer (Regulation and Abolition) Contract Rules, 1971 (hereinafter called the 1971 Rules)"***

17. It is well settled that if a party challenges the legality of order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination and to prove that the alleged termination by railways. It was the case of the workman that he had been appointed on the post of Box Porter under the opposite party No. 02 and had worked continuously w.e.f. 01.09.2003 to 25.04.2009, when his services have been terminated without any notice by the railways. This claim has been denied by the railway management; therefore, it was for the workman to lead evidence to show that he had in fact worked continuously for the claimed duration before his alleged termination. In (2002) 3 SCC 25 *Range Forest Officer vs S.T. Hadimani* Hon'ble Apex Court has observed as under:

***"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked***

*for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”*

18. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow:

*“It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management.”*

In the present case the workman has come up with a case that he had been appointed on the post of Box Porter under the opposite party No. 02 and thus, worked continuously w.e.f. 01.09.2003 to 25.04.2009, but has not produced any document neither original nor photocopy in support of his pleadings. The burden was on the workman to show by the way of cogent evidence that there was employee-employer relationship; and he actually worked for claimed duration; but he failed to do so as he could not bring this fact on record. In view of denial of the management regarding his claim, the workman has nothing to support his version, except photo copy of the so called identity card, purported to be issued by the opposite party No. 03 i.e. the contractor viz. M/s. Shahid Faizan Ahmed & Brother's. Further, the opposite party No. 03, the contractor has also refuted the claim of the workman regarding his appointment with the railways. Hence, the workman could not establish that there was any employee and employer relationship between him and the opposite party No. 01 & 02 i.e railways.

19. On the other hand the management of the railways has well proved its case by filing copy of the contract with the M/s Shahid Faizan Ahmed & Brother's for supply of labourers for transportation of Driver line boxes at railway platform.

Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work on the date of alleged termination was on the workman but he failed to discharge the above burden. There is no reliable material for recording findings that the workman had been appointed by the railway administration on the post of Box Porter or he worked continuously with the opposite party No. 01 & 02; and the alleged unjust or illegal order of termination was passed by the management of opposite party No. 01 & 02 or any provisions of the Industrial Disputes Act, 1947 had been violated by them.

20. Thus, in view of the facts and circumstances of the case and discussions made herein above I am of considered opinion that the workman could not be able to prove through cogent evidence that there was a relationship of employee and employer between him and the opposite party No. 01 & 02; rather from the evidence adduced it is established that he was an employee of the contractor viz. M/s. Shahid Faizan Ahmed & Brother's, therefore, the workman can not be granted the relief of reinstatement or any other relief sought by the workman against the opposite party No. 01 & 02.

21. Award as above.

LUCKNOW

20<sup>th</sup> November, 2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2018

का आ. 1812.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तरी रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 03/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.12.2018 को प्राप्त हुआ था को

[सं. एल-12025/01/2018-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 12<sup>th</sup> December, 2018

**S.O. 1812.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 12.12.2018.

[No. L-12025/01/2018–IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL–CUM-LABOUR COURT LUCKNOW****PRESENT :** RAKESH KUMAR, Presiding Officer**I.D. No. 03/2013****BETWEEN :**

Sri Anjani Kumar  
Village – Hussain Viphan, PO-Hussain Viphan  
Distt. Amnedkar Nagar.

**AND**

1. General Manager  
Northern Railway, Baroda House  
New Delhi 110001.
2. Divisional Rail Manager  
Northern Railway, Hazratganj  
Lucknow 226001.
3. M/s. Shahid Faizan Ahmad & Brothers  
654, Begum Ka Makbara, Faizabad (UP) 224001

**AWARD**

1. The present industrial dispute has been filed by the workman, under provisions contained in the Section 2A (2) of the Industrial Disputes Act, 1947 for alleged termination of the services of the workman by the management of Northern Railway & others, for adjudication before this Central Government Industrial Tribunal –cum- Labour Court, Lucknow.
2. The case of the workman, Anjani, in brief, is that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 03.04.2009 to 04.11.2011 continuously when his services have been terminated without any notice. It is submitted by the workman that the opposite party No. 02 has kept opposite party No. 03 to escape from the responsibilities and labour laws though he performed duties of opposite party No. 2 under its directions. He also submitted that he was issued a gate pass by the opposite party No. 03, under directions of the opposite party No. 02, which used to be taken back at the end of the year. The workman has stated that he after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. Accordingly, the workman has prayed for reinstatement with full back wages with continuity in service.
3. The opposite party No. 01 & 02 has disputed the claim of the workman by filing its written statement; wherein it has mentioned that the workman had never been engaged/appointed by the opposite party No. 01 & 02; moreover the railway management entered into an agreement with the opposite party No. 03 for executing the day to day casual work at railway stations; and accordingly, the railway administration is not liable for any claim made by the workman as the railway administration neither engaged the workman nor did it terminate him; and also that it did not make any violation of any labour law or engaged in any kind of unfair labour practice; hence it has been prayed by the opposite party No. 1 & 2 that the claim of the workman be rejected without any relief to him being devoid of merit.
4. The opposite party No. 03 has also disputed the claim of the workman with submission that neither any post of Box Porter was ever vacant nor the opposite party No. 3 ever received work order or Form-V from railway administration nor the workman was ever appointed with the opposite party No. 1, 2 & 3 on the post of Box Porter; hence there is no question of his termination. It has submitted that the workman was never issued any gate pass by the opposite party No. 3 and various benefits such as salary, weekly holiday, Provident Fund and medical facilities are available to the regularly appointed employee who are appointed after adopting due procedure; and the workman is not entitled for the same as there was no violation to the provisions of I.D. Act, 1947. Accordingly, the opposite party No. 03 has prayed that the claim of the workman be rejected.

5. The workman has filed its rejoinder wherein he has denied the counter allegations of the opposite parties reiterating the averments already made in the statement of claim.
6. The opposite party No. 03 did not turn up after filing of its written statement.
7. The workman and opposite party No. 01 & 02 filed photocopies of documents in support of their cases. The workman examined himself; whereas the opposite party No. 01 & 02 examined Shri P. K. Singh, ADME (O&F), Northern Railway, Lucknow in support of their respective stands. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.
8. Heard the authorized representatives of the parties and perused entire evidence available on record.
9. The authorized representative of the workman has argued that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 03.04.2009 to 04.11.2011 continuously when his services have been terminated without any notice or notice pay or assigning any reason thereof in contravention to the provisions of Section 25 F of the I.D. Act, 1947. The learned authorized representative of the workman has also asserted that the workman after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. He has relied upon
  - (i) *The Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998*
  - (ii) *Judgment dated 27.01.1999 of Hon'ble Calcutta High Court in Sheikh Jahangir Ali & others vs Calcutta Port Trust & others.*
  - (iii) *(2006) 12 SCC 380 District Rehabilitation Officer & others vs Jay Kishore Maity & others.*
  - (iv) *(2003)11 SCC 590 A.I. Railway Parcel & Goods Porters' Union vs Union of India & others.*
10. In rebuttal, the opposite party No. 01 & 02's representative has contended that the workman is contractor's employee as the opposite party has undergone a contract with the M/s Industrial Security Services for supply of security personnel; and accordingly the workman was one of the security guards provided by M/s Industrial Security Services and the said contractor/agency was duly paid for it, which in turn paid salary to the workman. It has been urged that the management of opposite party No. 01 neither appointed the workman nor terminated his services; rather his employment was regulated by M/s Industrial Security Services and the same came to an end with the end of contract with the agency; hence there was no violation of provisions of the Industrial Disputes Act, 1947. He has relied upon:
  - (i) *2017 LLR 940, the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL*
  - (II) *2018 LLR 758 Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati*
11. I have given my thoughtful consideration to the rival contentions of the parties and perused entire evidence available on file.
12. The workman has come up with a case that he had been appointed by the opposite party No. 2 on the clear vacancy of Box Porter and the management of railways engaged the opposite party No. 3 in order to deprive the workman of his legitimate rights. It has also been contended by the workman that keeping in view the long and continuous service with the opposite party No. 1 & 02 he was entitled for grant of temporary status and other consequential benefits admissible to the employees with temporary status under Railway Establishment Rules; but on the contrary the management of Railways has acted in utter disregard to the norms and has terminated his services without any reason or rhyme or any notice or any notice pay in lieu thereof, which is violative of the provisions of the Section 25 F of the ID Act, 1947. It is also the case of the workman that keeping in view the pronouncement of the Hon'ble Apex Court regarding regularization/absorption of Box Porters with railway administration, he was also entitled for regularization/absorption into the services of the Railways. The workman has filed photocopy of gate pass/Identity card, purported to be issued by opposite party No. 3.
13. Per contra, the opposite party No.1 & 2 has come forward with a clear cut case that the management of railways neither appointed the workman in any capacity nor there arises any question of his termination or violation of any of the provisions of the Industrial Disputes Act, 1947. It is the case of the management of railways that the management of railways entered into an agreement with M/s Shahid FAizan Ahmed & Brother's for transportation of driver line boxed from Charbagh & Alamnagar station and accordingly, the workman's services were availed by the said contractor/opposite party No. 3 by engaging him; and was paid accordingly. Thus, there was no direct employer-employee relationship between the management of railways and the workman, therefore, the management of railways is not liable to the workman in any way as claimed before this Tribunal. The opposite party No. 01 & 02 has filed photocopy of the contract dated 22.01.2009 entered between the railway administration and the opposite party No. 3.
14. Moreover, the opposite party No. 03 has also rebutted the claim of the workman with submissions that the workman had never been appointed by any of the opposite parties and he was not entitled for any of the benefits as claimed by him as they were admissible to the regularly appointed employees of the railways. It also mentioned that there was no vacancy of the Box Porter nor any such post was advertised by the railways or any recruitment was done in pursuance thereof. However, the opposite party No. 03 did not turn up after filing its written statement. But its absence does not automatically create any legal rights in favour of the petitioner workman.



15. Having gone through the respective pleading of the parties and entire documentary evidence available on record it comes out that the railway administration entered into a contract with the opposite party No. 03 viz. M/s Shahid Faizan Ahmed & Brother's to carry out the working according to the specification provided in the contract for a period or two years only; and in consequence thereto; workman had been engaged by the opposite party No. 03 viz. M/s Shahid Faizan Ahmed & Brother's for transportation of Driver line boxes from Charbagh & Alam Nagar station railway platform.

The workman has examined himself in support of his case and during his cross-examination has stated that he had been appointed by the contractor viz. Shahid Faizan & Brothers on 03.04.2009. He admitted that the railway neither appointed nor terminated his services. He also stated that paper No. 8/5 is identity card, issued by the contractor.

On contrary, the management of the railway has examined Sri P. K. Singh, ADME (O&F), who stated in his cross-examination that contractor is being allotted 'work order', which is for a specific time period; however the time period keeps on changing with reference to the condition and this may be for 6 months, some time for 01 year and sometimes it may be for 02 years also, depending on the nature of the work. He stated that Indian Railway does not have direct relation with any Box Porter and the contractor is fully responsible for quality of work. He further stated that the contractor is directly related with the workman and Railways has no role in the appointment of Box Porter by the contractor; nor does the railway issues any identity card to any of the Box Porter engaged by the contractor. The management witness specially stated that since the contract used to be time bound, therefore, on its expiry, the contract is issued again; hence there is no relation with the railways regarding regularization.

16. During course of the oral submissions the learned authorized representative of the workman has stressed over the order of Hon'ble Apex Court's Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and has submitted that the case of the workman is covered with the said order of the Hon'ble Apex Court and since the railway management has given appointment/regularized other box porters in light of above order dated 15.02.2013 of the Hon'ble Supreme Court, therefore the workman is also entitled for regularization accordingly. The learned authorized representative of the management of railway has vehemently opposed the same. Having taken into account the contentions of the rival parties and perusal of the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and various letters filed by the workman, obtained through Right to Information Act, 2005, it appears that the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 was *in personam* and not *in rem*, therefore, the directions of the Hon'ble Supreme Court shall apply to the workmen who approached the Hon'ble Supreme Court; and since the workman never approached the Hon'ble Supreme Court, therefore, the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 is of no use for him.

Hon'ble Calcutta High Court in 2017 LLR 940, *the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL* has held that admission of the workmen that they were working under their respective contractor, is sufficient to establish that they were having no employer-employee relationship with BSNL management; hence, the workmen are not entitled to seek any relief from BSNL management. Hon'ble High Court has observed as under:

***"The ratio of the Division Bench in the case of the Binoy Bhushan Chakraborty (supra) is that when a workman is engaged by a contractor to carry out some work at any establishment of BSNL, if such workman is retrenched by the contractor while working under him, BSNL cannot be regarded as employer of such workman with the meaning of "employer" as defined in the Industrial Disputes Act nor such workman can be held to be a "workman" under BSNL within the meaning of the said term, as defined under the said Act and such workman cannot claim to be absorbed in the service of BSNL."***

Hon'ble Allahabad High Court in 2018 LLR 758 *Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati* has observed as under:

***"Since, prima facie there was no employment of the respondent with the petitioner there could not have been any termination. I am therefore, of the definite opinion that the Labour Court decided the dispute erroneously. It had no jurisdiction to decide the matter. In fact, when the workman was not at all a workman as had been stated by the petitioner and as was also clear from the averment made in paragraph-10 of the counter affidavit the respondent/workman who had been engaged by a contractor had the remedy to file a claim under the Contract Labourer (Regulation and Abolition) Contract Rules, 1971 (hereinafter called the 1971 Rules)"***

17. It is well settled that if a party challenges the legality of order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination and to prove that the alleged termination by railways. It was the case of the workman that he had been appointed on the post of Box Porter under the opposite party No. 02 and had worked continuously w.e.f. 03.04.2009 to 04.11.2011, when his services have been terminated without any notice by the railways. This claim has been denied by the railway management; therefore, it was for the workman to lead evidence to show that he had in fact worked continuously for the claimed duration before his alleged termination. In (2002) 3 SCC 25 *Range Forest Officer vs S.T. Hadimani* Hon'ble Apex Court has observed as under:

***"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as***

*sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”*

18. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow:

*“It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management.”*

In the present case the workman has come up with a case that he had been appointed on the post of Box Porter under the opposite party No. 02 and thus, worked continuously w.e.f. 03.04.2009 to 04.11.2011, but has not produced any document neither original nor photocopy in support of his pleadings. The burden was on the workman to show by the way of cogent evidence that there was employee-employer relationship; and he actually worked for claimed duration; but he failed to do so as he could not bring this fact on record. In view of denial of the management regarding his claim, the workman has nothing to support his version, except photo copy of the so called identity card, purported to be issued by the opposite party No. 03 i.e. the contractor viz. M/s. Shahid Faizan Ahmed & Brother's. Further, the opposite party No. 03, the contractor has also refuted the claim of the workman regarding his appointment with the railways. Hence, the workman could not establish that there was any employee and employer relationship between him and the opposite party No. 01 & 02 i.e railways.

19. On the other hand the management of the railways has well proved its case by filing copy of the contract with the M/s. Shahid Faizan Ahmed & Brother's for supply of labourers for transportation of Driver line boxes at railway platform.

Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work on the date of alleged termination was on the workman but he failed to discharge the above burden. There is no reliable material for recording findings that the workman had been appointed by the railway administration on the post of Box Porter or he worked continuously with the opposite party No. 01 & 02; and the alleged unjust or illegal order of termination was passed by the management of opposite party No. 01 & 02 or any provisions of the Industrial Disputes Act, 1947 had been violated by them.

20. Thus, in view of the facts and circumstances of the case and discussions made herein above I am of considered opinion that the workman could not be able to prove through cogent evidence that there was a relationship of employee and employer between him and the opposite party No. 01 & 02; rather from the evidence adduced it is established that he was and an employee of the contractor viz. M/s. Shahid Faizan Ahmed & Brother's, therefore, the workman can not be granted the relief of reinstatement or any other relief sought by the workman against the opposite party No. 01 & 02.

21. Award as above.

LUCKNOW

20<sup>th</sup> November, 2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2018

**का आ. 1813.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तरी रेलवे प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 02/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.12.2018 को प्राप्त हुआ था।

[फा. सं. एल-12025/01/2018—आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 12<sup>th</sup> December, 2018

**S.O. 1813.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 12.12.2018.

[F. No. L-12025/01/2018—IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT LUCKNOW****PRESENT : RAKESH KUMAR**, Presiding Officer**I.D. No. 02/2013****BETWEEN :**

Sri Virender Kumar Yadav, S/o Sri Om Prakash Yadav  
Rahimapur Malava Khurd  
Junsi, Allahabad – 211019.

**AND**

1. General Manager  
Northern Railway, Baroda House  
New Delhi 110001.
2. Divisional Rail Manager  
Northern Railway, Hazratganj  
Lucknow 226001.
3. M/s. Shahid Faizan Ahmad & Brothers  
654, Begum Ka Makbara, Faizabad (UP) 224001.

**AWARD**

1. The present industrial dispute has been filed by the workman, under provisions contained in the Section 2A (2) of the Industrial Disputes Act, 1947 for alleged termination of the services of the workman by the management of Northern Railway & others, for adjudication before this Central Government Industrial Tribunal –cum- Labour Court, Lucknow.

2. The case of the workman, Alok Kumar, in brief, is that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 02.05.2009 to 25.11.2011 continuously when his services have been terminated without any notice. It is submitted by the workman that the opposite party No. 02 has kept opposite party No. 03 to escape from the responsibilities and labour laws though he performed duties of opposite party No. 2 under its directions. He also submitted that he was issued a gate pass by the opposite party No. 03, under directions of the opposite party No. 02, which used to be taken back at the end of the year. The workman has stated that he after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. Accordingly, the workman has prayed for reinstatement with full back wages with continuity in service.

3. The opposite party No. 01 & 02 has disputed the claim of the workman by filing its written statement; wherein it has mentioned that the workman had never been engaged/appointed by the opposite party No. 01 & 02; moreover the railway management entered into an agreement with the opposite party No. 03 for executing the day to day casual work at railway stations; and accordingly, the railway administration is not liable for any claim made by the workman as the railway administration neither engaged the workman nor did it terminate him; and also that it did not make any violation of any labour law or engaged in any kind of unfair labour practice; hence it has been prayed by the opposite party No. 1 & 2 that the claim of the workman be rejected without any relief to him being devoid of merit.

4. The opposite party No. 03 has also disputed the claim of the workman with submission that neither any post of Box Porter was ever vacant nor the opposite party No. 3 ever received work order or Form-V from railway

administration nor the workman was ever appointed with the opposite party No. 1, 2 & 3 on the post of Box Porter; hence there is no question of his termination. It has submitted that the workman was never issued any gate pass by the opposite party No. 3 and various benefits such as salary, weekly holiday, Provident Fund and medical facilities are available to the regularly appointed employee who are appointed after adopting due procedure; and the workman is not entitled for the same as there was no violation to the provisions of I.D. Act, 1947. Accordingly, the opposite party No. 03 has prayed that the claim of the workman be rejected.

5. The workman has filed its rejoinder wherein he has denied the counter allegations of the opposite parties reiterating the averments already made in the statement of claim.

6. The opposite party No. 03 did not turn up after filing of its written statement.

7. The workman and opposite party No. 01 & 02 filed photocopies of documents in support of their cases. The workman examined himself; whereas the opposite party No. 01 & 02 examined Shri P. K. Singh, ADME (O&F), Northern Railway, Lucknow in support of their respective stands. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

8. Heard the authorized representatives of the parties and perused entire evidence available on record.

9. The authorized representative of the workman has argued that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 02.05.2009 to 25.11.2011 continuously when his services have been terminated without any notice or notice pay or assigning any reason thereof in contravention to the provisions of Section 25 F of the I.D. Act, 1947. The learned authorized representative of the workman has also asserted that the workman after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. He has relied upon

- (i) *The Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998*
- (ii) *Judgment dated 27.01.1999 of Hon'ble Calcutta High Court in Sheikh Jahangir Ali & others vs Calcutta Port Trust & others.*
- (iii) *(2006) 12 SCC 380 District Rehabilitation Officer & others vs Jay Kishore Maity & others.*
- (iv) *(2003)11 SCC 590 A.I. Railway Parcel & Goods Porters' Union vs Union of India & others.*

10. In rebuttal, the opposite party No. 01 & 02's representative has contended that the workman is contractor's employee as the opposite party has undergone a contract with the M/s Industrial Security Services for supply of security personnel; and accordingly the workman was one of the security guards provided by M/s Industrial Security Services and the said contractor/agency was duly paid for it, which in turn paid salary to the workman. It has been urged that the management of opposite party No. 01 neither appointed the workman nor terminated his services; rather his employment was regulated by M/s Industrial Security Services and the same came to an end with the end of contract with the agency; hence there was no violation of provisions of the Industrial Disputes Act, 1947. He has relied upon:

- (i) *2017 LLR 940, the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL*
- (II) *2018 LLR 758 Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati*

11. I have given my thoughtful consideration to the rival contentions of the parties and perused entire evidence available on file.

12. The workman has come up with a case that he had been appointed by the opposite party No. 2 on the clear vacancy of Box Porter and the management of railways engaged the opposite party No. 3 in order to deprive the workman of his legitimate rights. It has also been contended by the workman that keeping in view the long and continuous service with the opposite party No. 1 & 02 he was entitled for grant of temporary status and other consequential benefits admissible to the employees with temporary status under Railway Establishment Rules; but on the contrary the management of Railways has acted in utter disregard to the norms and has terminated his services without any reason or rhyme or any notice or any notice pay in lieu thereof, which is violative of the provisions of the Section 25 F of the ID Act, 1947. It is also the case of the workman that keeping in view the pronouncement of the Hon'ble Apex Court regarding regularization/absorption of Box Porters with railway administration, he was also entitled for regularization/absorption into the services of the Railways. The workman has filed photocopy of gate pass/Identity card, purported to be issued by opposite party No. 3.

13. Per contra, the opposite party No.1 & 2 has come forward with a clear cut case that the management of railways neither appointed the workman in any capacity nor there arises any question of his termination or violation of any of the provisions of the Industrial Disputes Act, 1947. It is the case of the management of railways that the management of railways entered into an agreement with M/s Shahid FAizan Ahmed & Brother's for transportation of driver line boxed from Charbagh & Alamnagar station and accordingly, the workman's services were availed by the said contractor/opposite party No. 3 by engaging him; and was paid accordingly. Thus, there was no direct employer-employee relationship between the management of railways and the workman, therefore, the management of railways is not liable to the workman in any way as claimed before this Tribunal. The opposite party No. 01 & 02 has filed photocopy of the contract dated 22.01.2009 entered between the railway administration and the opposite party No. 3.

14. Moreover, the opposite party No. 03 has also rebutted the claim of the workman with submissions that the workman had never been appointed by any of the opposite parties and he was not entitled for any of the benefits as claimed by him as they were admissible to the regularly appointed employees of the railways. It also mentioned that there was no vacancy of the Box Porter nor any such post was advertised by the railways or any recruitment was done in pursuance thereof. However, the opposite party No. 03 did not turn up after filing its written statement. But its absence does not automatically create any legal rights in favour of the petitioner workman.

15. Having gone through the respective pleading of the parties and entire documentary evidence available on record it comes out that the railway administration entered into a contract with the opposite party No. 03 viz. M/s. Shahid Faizan Ahmed & Brother's to carry out the working according to the specification provided in the contract for a period or two years only; and in consequence thereto; workman had been engaged by the opposite party No. 03 viz. M/s. Shahid Faizan Ahmed & Brother's for transportation of Driver line boxes from Charbagh & Alam Nagar station railway platform.

The workman has examined himself in support of his case and during his cross-examination has stated that he had been appointed by the contractor on 02.05.2009 and he worked upto 25.11.2011. He also stated that railway did not terminate him. He also admitted that the railway neither appointed him nor terminated him. He further stated that paper No. 9/5 is his identity card which was issued by the contractor, Shahid Faizan.

On contrary, the management of the railway has examined Sri P. K. Singh, ADME (O&F), who stated in his cross-examination that contractor is being allotted 'work order', which is for a specific time period; however the time period keeps on changing with reference to the condition and this may be for 6 months, some time for 01 year and sometimes it may be for 02 years also, depending on the nature of the work. He stated that Indian Railway does not have direct relation with any Box Porter and the contractor is fully responsible for quality of work. He further stated that the contractor is directly related with the workman and Railways has no role in the appointment of Box Porter by the contractor; nor does the railway issues any identity card to any of the Box Porter engaged by the contractor. The management witness specially stated that since the contract used to be time bound, therefore, on its expiry, the contract is issued again; hence there is no relation with the railways regarding regularization.

16. During course of the oral submissions the learned authorized representative of the workman has stressed over the order of Hon'ble Apex Court's Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and has submitted that the case of the workman is covered with the said order of the Hon'ble Apex Court and since the railway management has given appointment/regularized other box porters in light of above order dated 15.02.2013 of the Hon'ble Supreme Court, therefore the workman is also entitled for regularization accordingly. The learned authorized representative of the management of railway has vehemently opposed the same. Having taken into account the contentions of the rival parties and perusal of the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and various letters filed by the workman, obtained through Right to Information Act, 2005, it appears that the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 was *in personam* and not *in rem*, therefore, the directions of the Hon'ble Supreme Court shall apply to the workmen who approached the Hon'ble Supreme Court; and since the workman never approached the Hon'ble Supreme Court, therefore, the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 is of no use for him.

Hon'ble Calcutta High Court in 2017 LLR 940, *the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL* has held that admission of the workmen that they were working under their respective contractor, is sufficient to establish that they were having no employer-employee relationship with BSNL management; hence, the workmen are not entitled to seek any relief from BSNL management. Hon'ble High Court has observed as under:

***"The ratio of the Division Bench in the case of the Binoy Bhushan Chakraborty (supra) is that when a workman is engaged by a contractor to carry out some work at any establishment of BSNL, if such workman is retrenched by the contractor while working under him, BSNL cannot be regarded as employer of such workman with the meaning of "employer" as defined in the Industrial Disputes Act nor such workman can be held to be a "workman" under BSNL within the meaning of the said term, as defined under the said Act and such workman cannot claim to be absorbed in the service of BSNL."***

Hon'ble Allahabad High Court in 2018 LLR 758 *Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati* has observed as under:

***"Since, prima facie there was no employment of the respondent with the petitioner there could not have been any termination. I am therefore, of the definite opinion that the Labour Court decided the dispute erroneously. It had no jurisdiction to decide the matter. In fact, when the workman was not at all a workman as had been stated by the petitioner and as was also clear from the averment made in paragraph-10 of the counter affidavit the respondent/workman who had been engaged by a contractor had the remedy to file a claim under the Contract Labourer (Regulation and Abolition) Contract Rules, 1971 (hereinafter called the 1971 Rules)"***

17. It is well settled that if a party challenges the legality of order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination and to prove that the alleged

termination by railways. It was the case of the workman that he had been appointed on the post of Box Porter under the opposite party No. 02 and had worked continuously w.e.f. 02.05.2009 to 25.11.2011, when his services have been terminated without any notice by the railways. This claim has been denied by the railway management; therefore, it was for the workman to lead evidence to show that he had in fact worked continuously for the claimed duration before his alleged termination. In (2002) 3 SCC 25 *Range Forest Officer vs S.T. Hadimani* Hon'ble Apex Court has observed as under:

***“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”***

18. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow:

***“It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management.”***

In the present case the workman has come up with a case that he had been appointed on the post of Box Porter under the opposite party No. 02 and thus, worked continuously w.e.f. 02.05.2009 to 25.11.2011, but has not produced any document neither original nor photocopy in support of his pleadings. The burden was on the workman to show by the way of cogent evidence that there was employee-employer relationship; and he actually worked for claimed duration; but he failed to do so as he could not bring this fact on record. In view of denial of the management regarding his claim, the workman has nothing to support his version, except photo copy of the so called identity card, purported to be issued by the opposite party No. 03 i.e. the contractor viz. M/s Shahid Faizan Ahmed & Brother's. Further, the opposite party No. 03, the contractor has also refuted the claim of the workman regarding his appointment with the railways. Hence, the workman could not establish that there was any employee and employer relationship between him and the opposite party No. 01 & 02 i.e railways.

19. On the other hand the management of the railways has well proved its case by filing copy of the contract with the M/s. Shahid Faizan Ahmed & Brother's for supply of labourers for transportation of Driver line boxes at railway platform.

Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work on the date of alleged termination was on the workman but he failed to discharge the above burden. There is no reliable material for recording findings that the workman had been appointed by the railway administration on the post of Box Porter or he worked continuously with the opposite party No. 01 & 02; and the alleged unjust or illegal order of termination was passed by the management of opposite party No. 01 & 02 or any provisions of the Industrial Disputes Act, 1947 had been violated by them.

20. Thus, in view of the facts and circumstances of the case and discussions made herein above I am of considered opinion that the workman could not be able to prove through cogent evidence that there was a relationship of employee and employer between him and the opposite party No. 01 & 02; rather from the evidence adduced it is established that he was an employee of the contractor viz. M/s. Shahid Faizan Ahmed & Brother's, therefore, the workman can not be granted the relief of reinstatement or any other relief sought by the workman against the opposite party No. 01 & 02.

21. Award as above.

LUCKNOW

20<sup>th</sup> November, 2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2018

**का आ. 1814.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 49/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.12.2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आई आर (बी-1)]  
बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 12<sup>th</sup> December, 2018

**S.O. 1814.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 12.12.2018.

[No. L-12025/01/2018- IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT LUCKNOW****PRESENT : RAKESH KUMAR,** Presiding Officer**I.D. No. 49/2012****BETWEEN**

Sri Arvind Kumar S/o Sri Jawahar Lal  
R/o 416/167, Tularam Bagh  
Daraganj, Allahabad – 211001

**AND**

1. General Manager  
Northern Railway, Baroda House  
New Delhi 110001
2. Divisional Rail Manager  
Northern Railway, Hazratganj  
Lucknow 226001
3. M/s. Shahid Faizan Ahmad & Brothers  
654, Begum Ka Makbara, Faizabad (UP) 224001

**AWARD**

1. The present industrial dispute has been filed by the workman, under provisions contained in the Section 2A (2) of the Industrial Disputes Act, 1947 for alleged termination of the services of the workman by the management of Northern Railway & others, for adjudication before this Central Government Industrial Tribunal –cum- Labour Court, Lucknow.

2. The case of the workman, Arvind Kumar, in brief, is that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 01.09.2003 to 25.04.2009 continuously when his services have been terminated without any notice. It is submitted by the workman that the opposite party No. 02 has kept opposite party No. 03 to escape from the responsibilities and labour laws though he performed duties of opposite party No. 2 under its directions. He also submitted that he was issued a gate pass by the opposite party No. 03, under directions of the opposite party No. 02, which used to be taken back at the end of the year. The workman has stated that he after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. Accordingly, the workman has prayed for reinstatement with full back wages with continuity in service.

3. The opposite party No. 01 & 02 has disputed the claim of the workman by filing its written statement; wherein it has mentioned that the workman had never been engaged/appointed by the opposite party No. 01 & 02; moreover the railway management entered into an agreement with the opposite party No. 03 for executing the day to day casual work at railway stations; and accordingly, the railway administration is not liable for any claim made by the workman as the railway administration neither engaged the workman nor did it terminate him; and also that it did not make any violation of any labour law or engaged in any kind of unfair labour practice; hence it has been prayed by the opposite party No. 1 & 2 that the claim of the workman be rejected without any relief to him being devoid of merit.

4. The opposite party No. 03 has also disputed the claim of the workman with submission that neither any post of Box Porter was ever vacant nor the opposite party No. 3 ever received work order or Form-V from railway administration nor the workman was ever appointed with the opposite party No. 1, 2 & 3 on the post of Box Porter; hence there is no question of his termination. It has submitted that the workman was never issued any gate pass by the opposite party No. 3 and various benefits such as salary, weekly holiday, Provident Fund and medical facilities are available to the regularly appointed employee who are appointed after adopting due procedure; and the workman is not entitled for the same as there was no violation to the provisions of I.D. Act, 1947. Accordingly, the opposite party No. 03 has prayed that the claim of the workman be rejected.

5. The workman has filed its rejoinder wherein he has denied the counter allegations of the opposite parties reiterating the averments already made in the statement of claim.

6. The opposite party No. 03 did not turn up after filing of its written statement.

7. The workman and opposite party No. 01 & 02 filed photocopies of documents in support of their cases. The workman examined himself; whereas the opposite party No. 01 & 02 examined Shri P. K. Singh, ADME (O&F), Northern Railway, Lucknow in support of their respective stands. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

8. Heard the authorized representatives of the parties and perused entire evidence available on record.

9. The authorized representative of the workman has argued that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 01.09.2003 to 25.04.2009 continuously when his services have been terminated without any notice or notice pay or assigning any reason thereof in contravention to the provisions of Section 25 F of the I.D. Act, 1947. The learned authorized representative of the workman has also asserted that the workman after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. He has relied upon

(i) *The Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998*

(ii) *Judgment dated 27.01.1999 of Hon'ble Calcutta High Court in Sheikh Jahangir Ali & others vs Calcutta Port Trust & others.*

(iii) *(2006) 12 SCC 380 District Rehabilitation Officer & others vs Jay Kishore Maity & others.*

(iv) *(2003)11 SCC 590 A.I. Railway Parcel & Goods Porters' Union vs Union of India & others.*

10. In rebuttal, the opposite party No. 01 & 02's representative has contended that the workman is contractor's employee as the opposite party has undergone a contract with the M/s Industrial Security Services for supply of security personnel; and accordingly the workman was one of the security guards provided by M/s Industrial Security Services and the said contractor/agency was duly paid for it, which in turn paid salary to the workman. It has been urged that the management of opposite party No. 01 neither appointed the workman nor terminated his services; rather his employment was regulated by M/s Industrial Security Services and the same came to an end with the end of contract with the agency; hence there was no violation of provisions of the Industrial Disputes Act, 1947. He has relied upon:

(i) *2017 LLR 940, the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL*

(ii) *2018 LLR 758 Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati*

11. I have given my thoughtful consideration to the rival contentions of the parties and perused entire evidence available on file.

12. The workman has come up with a case that he had been appointed by the opposite party No. 2 on the clear vacancy of Box Porter and the management of railways engaged the opposite party No. 3 in order to deprive the workman of his legitimate rights. It has also been contended by the workman that keeping in view the long and continuous service with the opposite party No. 1 & 02 he was entitled for grant of temporary status and other consequential benefits admissible to the employees with temporary status under Railway Establishment Rules; but on the contrary the management of Railways has acted in utter disregard to the norms and has terminated his services without any reason or rhyme or any notice or any notice pay in lieu thereof, which is violative of the provisions of the Section 25 F of the ID Act, 1947. It is also the case of the workman that keeping in view the pronouncement of the Hon'ble Apex Court regarding regularization/absorption of Box Porters with railway administration, he was also entitled for regularization/absorption into the services of the Railways. The workman has filed photocopy of gate pass/Identity card, purported to be issued by opposite party No. 3.

13. Per contra, the opposite party No.1 & 2 has come forward with a clear cut case that the management of railways neither appointed the workman in any capacity nor there arises any question of his termination or violation of any of the provisions of the Industrial Disputes Act, 1947. It is the case of the management of railways that the management of railways entered into an agreement with M/s. Shahid FAizan Ahmed & Brother's for transportation of driver line boxed from Charbagh & Alamnagar station and accordingly, the workman's services were availed by the said contractor/opposite party No. 3 by engaging him; and was paid accordingly. Thus, there was no direct employer-employee relationship between the management of railways and the workman, therefore, the management of railways is



not liable to the workman in any way as claimed before this Tribunal. The opposite party No. 01 & 02 has filed photocopy of the contract dated 22.01.2009 entered between the railway administration and the opposite party No. 3.

14. Moreover, the opposite party No. 03 has also rebutted the claim of the workman with submissions that the workman had never been appointed by any of the opposite parties and he was not entitled for any of the benefits as claimed by him as they were admissible to the regularly appointed employees of the railways. It also mentioned that there was no vacancy of the Box Porter nor any such post was advertised by the railways or any recruitment was done in pursuance thereof. However, the opposite party No. 03 did not turn up after filing its written statement. But its absence does not automatically create any legal rights in favour of the petitioner workman.

15. Having gone through the respective pleading of the parties and entire documentary evidence available on record it comes out that the railway administration entered into a contract with the opposite party No. 03 viz. M/s Shahid Faizan Ahmed & Brother's to carry out the working according to the specification provided in the contract for a period or two years only; and in consequence thereto; workman had been engaged by the opposite party No. 03 viz. M/s Shahid Faizan Ahmed & Brother's for transportation of Driver line boxes from Charbagh & Alam Nagar station railway platform.

The workman has examined himself in support of his case and during his cross-examination has stated that he had been appointed by the contractor on 01.09.2003 and worked continuously upto 31.04.2009. He also stated that paper No. 12/5 is identity card issued by the Contractor, Shahid Faizan terminated.

On contrary, the management of the railway has examined Sri P. K. Singh, ADME (O&F), who stated in his cross-examination that contractor is being allotted 'work order', which is for a specific time period; however the time period keeps on changing with reference to the condition and this may be for 6 months, some time for 01 year and sometimes it may be for 02 years also, depending on the nature of the work. He stated that Indian Railway does not have direct relation with any Box Porter and the contractor is fully responsible for quality of work. He further stated that the contractor is directly related with the workman and Railways has no role in the appointment of Box Porter by the contractor; nor does the railway issues any identity card to any of the Box Porter engaged by the contractor. The management witness specially stated that since the contract used to be time bound, therefore, on its expiry, the contract is issued again; hence there is no relation with the railways regarding regularization.

16. During course of the oral submissions the learned authorized representative of the workman has stressed over the order of Hon'ble Apex Court's Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and has submitted that the case of the workman is covered with the said order of the Hon'ble Apex Court and since the railway management has given appointment/regularized other box porters in light of above order dated 15.02.2013 of the Hon'ble Supreme Court, therefore the workman is also entitled for regularization accordingly. The learned authorized representative of the management of railway has vehemently opposed the same. Having taken into account the contentions of the rival parties and perusal of the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and various letters filed by the workman, obtained through Right to Information Act, 2005, it appears that the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 was *in personam* and not *in rem*, therefore, the directions of the Hon'ble Supreme Court shall apply to the workmen who approached the Hon'ble Supreme Court; and since the workman never approached the Hon'ble Supreme Court, therefore, the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 is of no use for him.

Hon'ble Calcutta High Court in 2017 LLR 940, *the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL* has held that admission of the workmen that they were working under their respective contractor, is sufficient to establish that they were having no employer-employee relationship with BSNL management; hence, the workmen are not entitled to seek any relief from BSNL management. Hon'ble High Court has observed as under:

***“The ratio of the Division Bench in the case of the Binoy Bhushan Chakraborty (supra) is that when a workman is engaged by a contractor to carry out some work at any establishment of BSNL, if such workman is retrenched by the contractor while working under him, BSNL cannot be regarded as employer of such workman with the meaning of “employer” as defined in the Industrial Disputes Act nor such workman can be held to be a “workman” under BSNL within the meaning of the said term, as defined under the said Act and such workman cannot claim to be absorbed in the service of BSNL.”***

Hon'ble Allahabad High Court in 2018 LLR 758 *Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati* has observed as under:

***“Since, prima facie there was no employment of the respondent with the petitioner there could not have been any termination. I am therefore, of the definite opinion that the Labour Court decided the dispute erroneously. It had no jurisdiction to decide the matter. In fact, when the workman was not at all a workman as had been stated by the petitioner and as was also clear from the averment made in paragraph-10 of the counter affidavit the respondent/workman who had been engaged by a contractor had the remedy to file a claim under the Contract Labourer (Regulation and Abolition) Contract Rules, 1971 (hereinafter called the 1971 Rules)”***

17. It is well settled that if a party challenges the legality of order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination and to prove that the alleged

termination by railways. It was the case of the workman that he had been appointed on the post of Box Porter under the opposite party No. 02 and had worked continuously w.e.f. 01.09.2003 to 25.04.2009, when his services have been terminated without any notice by the railways. This claim has been denied by the railway management; therefore, it was for the workman to lead evidence to show that he had in fact worked continuously for the claimed duration before his alleged termination. In (2002) 3 SCC 25 *Range Forest Officer vs S.T. Hadimani* Hon'ble Apex Court has observed as under:

***“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”***

18. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow:

***“It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management.”***

In the present case the workman has come up with a case that he had been appointed on the post of Box Porter under the opposite party No. 02 and thus, worked continuously w.e.f. 01.09.2003 to 25.04.2009, but has not produced any document neither original nor photocopy in support of his pleadings. The burden was on the workman to show by the way of cogent evidence that there was employee-employer relationship; and he actually worked for claimed duration; but he failed to do so as he could not bring this fact on record. In view of the denial of the management regarding his claim, the workman has nothing to support his version, except photo copy of the so called identity card, purported to be issued by the opposite party No. 03 i.e. the contractor viz. M/s Shahid Faizan Ahmed & Brother's. Further, the opposite party No. 03, the contractor has also refuted the claim of the workman regarding his appointment with the railways. Hence, the workman could not establish that there was any employee and employer relationship between him and the opposite party No. 01 & 02 i.e railways.

19. On the other hand the management of the railways has well proved its case by filing copy of the contract with the M/s Shahid Faizan Ahmed & Brother's for supply of labourers for transportation of Driver line boxes at railway platform.

Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work on the date of alleged termination was on the workman but he failed to discharge the above burden. There is no reliable material for recording findings that the workman had been appointed by the railway administration on the post of Box Porter or he worked continuously with the opposite party No. 01 & 02; and the alleged unjust or illegal order of termination was passed by the management of opposite party No. 01 & 02 or any provisions of the Industrial Disputes Act, 1947 had been violated by them.

20. Thus, in view of the facts and circumstances of the case and discussions made herein above I am of considered opinion that the workman could not be able to prove through cogent evidence that there was a relationship of employee and employer between him and the opposite party No. 01 & 02; rather from the evidence adduced it is established that he was an employee of the contractor viz. M/s. Shahid Faizan Ahmed & Brother's, therefore, the workman can not be granted the relief of reinstatement or any other relief sought by the workman against the opposite party No. 01 & 02.

21. Award as above.

LUCKNOW

20<sup>th</sup> November, 2018

RAKESH KUMAR Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2018

**का आ. 1815.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तरी रेलवे प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 55/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.12.2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 12<sup>th</sup> December, 2018

**S.O. 1815.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 12.12.2018.

[No. L-12025/01/2018- IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW****PRESENT : RAKESH KUMAR**, Presiding Officer**I.D. No. 55/2012****BETWEEN :**

Sri Alok Kumar, S/o Sri Chedi Lal  
Khandari Bazar, Darbari Lal Hata  
119/99, Lalbagh, Lucknow.

**AND**

1. General Manager  
Northern Railway, Baroda House  
New Delhi.
2. Divisional Rail Manager  
Northern Railway, Hazratganj  
Lucknow.
3. M/s. Shahid Faizan Ahmad & Brothers  
654, Begum Ka Makbara, Faizabad (UP)

**AWARD**

1. The present industrial dispute has been filed by the workman, under provisions contained in the Section 2A (2) of the Industrial Disputes Act, 1947 for alleged termination of the services of the workman by the management of Northern Railway & others, for adjudication before this Central Government Industrial Tribunal-cum-Labour Court, Lucknow.

2. The case of the workman, Alok Kumar, in brief, is that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 01.09.2003 to 25.04.2009 continuously when his services have been terminated without any notice. It is submitted by the workman that the opposite party No. 02 has kept opposite party No. 03 to escape from the responsibilities and labour laws though he performed duties of opposite party No. 2 under its directions. He also submitted that he was issued a gate pass by the opposite party No. 03, under directions of the opposite party No. 02, which used to be taken back at the end of the year. The workman has stated that he after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. Accordingly, the workman has prayed for reinstatement with full back wages with continuity in service.

3. The opposite party No. 01 & 02 has disputed the claim of the workman by filing its written statement; wherein it has mentioned that the workman had never been engaged/appointed by the opposite party No. 01 & 02; moreover the railway management entered into an agreement with the opposite party No. 03 for executing the day to day casual work at railway stations; and accordingly, the railway administration is not liable for any claim made by the workman as the railway administration neither engaged the workman nor did it terminate him; and also that it did not make any violation

of any labour law or engaged in any kind of unfair labour practice; hence it has been prayed by the opposite party No. 1 & 2 that the claim of the workman be rejected without any relief to him being devoid of merit.

4. The opposite party No. 03 has also disputed the claim of the workman with submission that neither any post of Box Porter was ever vacant nor the opposite party No. 3 ever received work order or Form-V from railway administration nor the workman was ever appointed with the opposite party No. 1, 2 & 3 on the post of Box Porter; hence there is no question of his termination. It has submitted that the workman was never issued any gate pass by the opposite party No. 3 and various benefits such as salary, weekly holiday, Provident Fund and medical facilities are available to the regularly appointed employee who are appointed after adopting due procedure; and the workman is not entitled for the same as there was no violation to the provisions of I.D. Act, 1947. Accordingly, the opposite party No. 03 has prayed that the claim of the workman be rejected.

5. The workman has filed its rejoinder wherein he has denied the counter allegations of the opposite parties reiterating the averments already made in the statement of claim.

6. The opposite party No. 03 did not turn up after filing of its written statement.

7. The workman and opposite party No. 01 & 02 filed photocopies of documents in support of their cases. The workman examined himself; whereas the opposite party No. 01 & 02 examined Shri P. K. Singh, ADME (O&F), Northern Railway, Lucknow in support of their respective stands. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

8. Heard the authorized representatives of the parties and perused entire evidence available on record.

9. The authorized representative of the workman has argued that he was appointed as Box Porter with opposite party No. 02 against the permanent vacant post; and worked accordingly w.e.f. 01.09.2003 to 25.04.2009 continuously when his services have been terminated without any notice or notice pay or assigning any reason thereof in contravention to the provisions of Section 25 F of the I.D. Act, 1947. The learned authorized representative of the workman has also asserted that the workman after continuous service of 120 days was entitled for temporary status and other service benefits under service Rules. He has relied upon

- (i) *The Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998*
- (ii) *Judgment dated 27.01.1999 of Hon'ble Calcutta High Court in Sheikh Jahangir Ali & others vs Calcutta Port Trust & others.*
- (iii) *(2006) 12 SCC 380 District Rehabilitation Officer & others vs Jay Kishore Maity & others.*
- (iv) *(2003)11 SCC 590 A.I. Railway Parcel & Goods Porters' Union vs Union of India & others.*

10. In rebuttal, the opposite party No. 01 & 02's representative has contended that the workman is contractor's employee as the opposite party has undergone a contract with the M/s. Industrial Security Services for supply of security personnel; and accordingly the workman was one of the security guards provided by M/s Industrial Security Services and the said contractor/agency was duly paid for it, which in turn paid salary to the workman. It has been urged that the management of opposite party No. 01 neither appointed the workman nor terminated his services; rather his employment was regulated by M/s Industrial Security Services and the same came to an end with the end of contract with the agency; hence there was no violation of provisions of the Industrial Disputes Act, 1947. He has relied upon:

- (i) *2017 LLR 940, the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL*
- (II) *2018 LLR 758 Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati*

11. I have given my thoughtful consideration to the rival contentions of the parties and perused entire evidence available on file.

12. The workman has come up with a case that he had been appointed by the opposite party No. 2 on the clear vacancy of Box Porter and the management of railways engaged the opposite party No. 3 in order to deprive the workman of his legitimate rights. It has also been contended by the workman that keeping in view the long and continuous service with the opposite party No. 1 & 02 he was entitled for grant of temporary status and other consequential benefits admissible to the employees with temporary status under Railway Establishment Rules; but on the contrary the management of Railways has acted in utter disregard to the norms and has terminated his services without any reason or rhyme or any notice or any notice pay in lieu thereof, which is violative of the provisions of the Section 25 F of the ID Act, 1947. It is also the case of the workman that keeping in view the pronouncement of the Hon'ble Apex Court regarding regularization/absorption of Box Porters with railway administration, he was also entitled for regularization/absorption into the services of the Railways. The workman has filed photocopy of gate pass/Identity card, purported to be issued by opposite party No. 3.

13. Per contra, the opposite party No.1 & 2 has come forward with a clear cut case that the management of railways neither appointed the workman in any capacity nor there arises any question of his termination or violation of any of the provisions of the Industrial Disputes Act, 1947. It is the case of the management of railways that the management of railways entered into an agreement with M/s Shahid FAizan Ahmed & Brother's for transportation of driver line boxed from Charbagh & Alamnagar station and accordingly, the workman's services were availed by the said contractor/opposite party No. 3 by engaging him; and was paid accordingly. Thus, there was no direct employer-employee relationship between the management of railways and the workman, therefore, the management of railways is

not liable to the workman in any way as claimed before this Tribunal. The opposite party No. 01 & 02 has filed photocopy of the contract dated 22.01.2009 entered between the railway administration and the opposite party No. 3.

14. Moreover, the opposite party No. 03 has also rebutted the claim of the workman with submissions that the workman had never been appointed by any of the opposite parties and he was not entitled for any of the benefits as claimed by him as they were admissible to the regularly appointed employees of the railways. It also mentioned that there was no vacancy of the Box Porter nor any such post was advertised by the railways or any recruitment was done in pursuance thereof. However, the opposite party No. 03 did not turn up after filing its written statement. But its absence does not automatically create any legal rights in favour of the petitioner workman.

15. Having gone through the respective pleading of the parties and entire documentary evidence available on record it comes out that the railway administration entered into a contract with the opposite party No. 03 viz. M/s Shahid Faizan Ahmed & Brother's to carry out the working according to the specification provided in the contract for a period of two years only; and in consequence thereto; workman had been engaged by the opposite party No. 03 viz. M/s Shahid Faizan Ahmed & Brother's for transportation of Driver line boxes from Charbagh & Alam Nagar station railway platform.

The workman has examined himself in support of his case and during his cross-examination has stated that he had been appointed by the contractor on 01.09.2003 and he worked upto 25.04.2009. He also stated that railway did not terminate him. He also admitted that he had not filed any such document which goes to show that he continuously worked from 01.09.2003 to 25.04.2009. He further stated that paper No. 14/5 is his identity card which bears stamp of Shahid Faizan.

On contrary, the management of the railway has examined Sri P. K. Singh, ADME (O&F), who stated in his cross-examination that contractor is being allotted 'work order', which is for a specific time period; however the time period keeps on changing with reference to the condition and this may be for 6 months, some time for 01 year and sometimes it may be for 02 years also, depending on the nature of the work. He stated that Indian Railway does not have direct relation with any Box Porter and the contractor is fully responsible for quality of work. He further stated that the contractor is directly related with the workman and Railways has no role in the appointment of Box Porter by the contractor; nor does the railway issues any identity card to any of the Box Porter engaged by the contractor. The management witness specially stated that since the contract used to be time bound, therefore, on its expiry, the contract is issued again; hence there is no relation with the railways regarding regularization.

16. During course of the oral submissions the learned authorized representative of the workman has stressed over the order of Hon'ble Apex Court's Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and has submitted that the case of the workman is covered with the said order of the Hon'ble Apex Court and since the railway management has given appointment/regularized other box porters in light of above order dated 15.02.2013 of the Hon'ble Supreme Court, therefore the workman is also entitled for regularization accordingly. The learned authorized representative of the management of railway has vehemently opposed the same. Having taken into account the contentions of the rival parties and perusal of the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 and various letters filed by the workman, obtained through Right to Information Act, 2005, it appears that the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 was *in personam* and not *in rem*, therefore, the directions of the Hon'ble Supreme Court shall apply to the workmen who approached the Hon'ble Supreme Court; and since the workman never approached the Hon'ble Supreme Court, therefore, the Judgment and order dated 15.02.2013 of Hon'ble Apex Court in Writ Petition (Civil) No. 433 of 1998 is of no use for him.

Hon'ble Calcutta High Court in 2017 LLR 940, *the Secretary, BSNL, Contractor Mazdoor Union & others vs. The Chief General Manager, BSNL* has held that admission of the workmen that they were working under their respective contractor, is sufficient to establish that they were having no employer-employee relationship with BSNL management; hence, the workmen are not entitled to seek any relief from BSNL management. Hon'ble High Court has observed as under:

***"The ratio of the Division Bench in the case of the Binoy Bhushan Chakraborty (supra) is that when a workman is engaged by a contractor to carry out some work at any establishment of BSNL, if such workman is retrenched by the contractor while working under him, BSNL cannot be regarded as employer of such workman with the meaning of "employer" as defined in the Industrial Disputes Act nor such workman can be held to be a "workman" under BSNL within the meaning of the said term, as defined under the said Act and such workman cannot claim to be absorbed in the service of BSNL."***

Hon'ble Allahabad High Court in 2018 LLR 758 *Civil Aviation Training College, Bamrauli vs Mohan Lal Prajapati* has observed as under:

***"Since, prima facie there was no employment of the respondent with the petitioner there could not have been any termination. I am therefore, of the definite opinion that the Labour Court decided the dispute erroneously. It had no jurisdiction to decide the matter. In fact, when the workman was not at all a workman as had been stated by the petitioner and as was also clear from the averment made in paragraph-10 of the counter affidavit the respondent/workman who had been engaged by a contractor had the remedy to file a claim under the Contract Labourer (Regulation and Abolition) Contract Rules, 1971 (hereinafter called the 1971 Rules)"***

17. It is well settled that if a party challenges the legality of order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden

was on the workman to set out the grounds to challenge the validity of the termination and to prove that the alleged termination by railways. It was the case of the workman that he had been appointed on the post of Box Porter under the opposite party No. 02 and had worked continuously w.e.f. 01.09.2003 to 25.04.2009, when his services have been terminated without any notice by the railways. This claim has been denied by the railway management; therefore, it was for the workman to lead evidence to show that he had in fact worked continuously for the claimed duration before his alleged termination. In (2002) 3 SCC 25 *Range Forest Officer vs S.T. Hadimani* Hon'ble Apex Court has observed as under:

***“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”***

18. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow:

***“It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management.”***

In the present case the workman has come up with a case that he had been appointed on the post of Box Porter under the opposite party No. 02 and thus, worked continuously w.e.f. 01.09.2003 to 25.04.2009, but has not produced any document neither original nor photocopy in support of his pleadings. The burden was on the workman to show by the way of cogent evidence that there was employee-employer relationship; and he actually worked for claimed duration; but he failed to do so as he could not bring this fact on record. In view of denial of the management regarding his claim, the workman has nothing to support his version, except photo copy of the so called identity card, purported to be issued by the opposite party No. 03 i.e. the contractor viz. M/s Shahid Faizan Ahmed & Brother's. Further, the opposite party No. 03, the contractor has also refuted the claim of the workman regarding his appointment with the railways. Hence, the workman could not establish that there was any employee and employer relationship between him and the opposite party No. 01 & 02 i.e railways.

19. On the other hand the management of the railways has well proved its case by filing copy of the contract with the M/s. Shahid Faizan Ahmed & Brother's for supply of labourers for transportation of Driver line boxes at railway platform.

Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work on the date of alleged termination was on the workman but he failed to discharge the above burden. There is no reliable material for recording findings that the workman had been appointed by the railway administration on the post of Box Porter or he worked continuously with the opposite party No. 01 & 02; and the alleged unjust or illegal order of termination was passed by the management of opposite party No. 01 & 02 or any provisions of the Industrial Disputes Act, 1947 had been violated by them.

20. Thus, in view of the facts and circumstances of the case and discussions made herein above I am of considered opinion that the workman could not be able to prove through cogent evidence that there was a relationship of employee and employer between him and the opposite party No. 01 & 02; rather from the evidence adduced it is established that he was an employee of the contractor viz. M/s. Shahid Faizan Ahmed & Brother's, therefore, the workman can not be granted the relief of reinstatement or any other relief sought by the workman against the opposite party No. 01 & 02.

21. Award as above.

LUCKNOW

20<sup>th</sup> November, 2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2018

**का आ. 1816.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईडीबीआई बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 48/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.12.2018 प्राप्त हुआ था।

[सं. एल-12011/81/2013-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 12<sup>th</sup> December, 2018

**S.O. 1816.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 48/2013) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of IDBI Bank and their workmen, received by the Central Government on 12.12.2018.

[No. L-12011/81/2013- IR(B-1)]

B. S. BISHT, Section Officer

### ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

#### Reference No. 48 of 2013

**Parties:** Employers in relation to the management of IDBI Bank Ltd.

**AND**

Their workmen

**Present:** Justice Ravindra Nath Mishra, Presiding Officer

#### **Appearance:**

On behalf of the Management : Mr. Ranjay De, learned counsel.

On behalf of the Workmen : None.

State: West Bengal. : Industry: Banking.

Dated: 3<sup>rd</sup> December, 2018

### AWARD

By Order No.L-12011/81/2013-IR(B-I) dated 19.09.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

*“Whether the action of the Management of IDBI Bank Ltd. is justified by enhancing the rates of lunch/tea facility to the workmen employees is legal and justified? To what relief the workmen are entitled?”*

2. After receipt of order of reference, notices were issued to the parties. In compliance to which the union and management of appeared before this Tribunal and completed pleadings, but since 04.05.2016 the union has not appeared before the Tribunal, nor has taken any steps to adduce evidence. On taking charge of this Tribunal again notice was issued to the union, but the registered envelope containing notice has been returned by the postal authority with the endorsement “Refused”. Thereafter the management has been asked to adduce its evidence, but it declined to do so. Learned counsel for the management has stated that since no evidence has been adduced on behalf of the workmen to

substantiate the claims made, management has nothing to answer. He has prayed that this reference may be disposed of by passing an Award accordingly.

3. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of the claim/s as mentioned in the schedule to the order of reference as no evidence has been led by it to substantiate the claims made in the statement of claim. Therefore, there exists no dispute for adjudication.

5. Therefore, the reference is disposed of accordingly.

Dated, Kolkata,  
The 3<sup>rd</sup> December, 2018.

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2018

**का आ. 1817.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईडीबीआई बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 47/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.12.2018 को प्राप्त हुआ था।

[सं. एल-12011/80/2013-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 12<sup>th</sup> December, 2018

**S.O. 1817.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata as shown in the Annexure, in the industrial dispute between the management of IDBI Bank and their workmen, received by the Central Government on 12.12.2018.

[No. L-12011/80/2013- IR(B-1)]

B.S. BISHT, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

##### Reference No. 47 of 2013

**Parties:** Employers in relation to the management of IDBI Bank Ltd.

**AND**

Their workmen

**Present:** Justice Ravindra Nath Mishra, Presiding Officer

##### **Appearance:**

On behalf of the Management : Mr. Ranjay De, learned counsel

On behalf of the Workmen : None

State: West Bengal. : Industry: Banking

Dated: 3<sup>rd</sup> December, 2018



**AWARD**

By Order No.L-12011/80/2013-IR(B-I) dated 19.09.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

*“Whether the action of the Management of IDBI Bank Ltd. is justified (i) denying the charter of demands submitted by the Union is legal and/or justified?*

*(ii) Whether the action of the management to hold negotiation process with union only at corporate office at Mumbai is justified? To what relief the workmen are entitled?”*

2. After receipt of order of reference, notices were issued to the parties. In compliance to which the union and management of appeared before this Tribunal and completed pleadings, but since 04.05.2016 the union has not appeared before the Tribunal, nor has taken any steps to adduce evidence. On taking charge of this Tribunal again notice was issued to the union, but the registered envelope containing notice has been returned by the postal authority with the endorsement “Refused”. Thereafter the management has been asked to adduce its evidence, but it declined to do so. Learned counsel for the management has stated that since no evidence has been adduced on behalf of the workmen to substantiate the claims made, management has nothing to answer. He has prayed that this reference may be disposed of by passing an Award accordingly.

3. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of the charter of demands as mentioned in the schedule to the order of reference as no evidence has been led by it to substantiate the claims made in the statement of claim. Therefore, there exists no dispute for adjudication.

5. Therefore, the reference is disposed of accordingly.

Dated, Kolkata,

The 3<sup>rd</sup> December, 2018

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2018

**का. आ. 1818.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ हैदराबाद के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 दिल्ली के पंचाट (संदर्भ संख्या 02/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.12.2018 को प्राप्त हुआ था।

[सं. एल-12025/01/2018-आई आर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 12<sup>th</sup> December, 2018

**S.O. 1818.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No.1, Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of Hyderabad and their workmen, received by the Central Government on 12.12.2018.

[No. L-12025/01/2018- IR(B-1)]

B. S. BISHT, Section Officer

**ANNEXURE**

**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DWARKA COURTS COMPLEX : NEW DELHI**

**ID No. 02/2017**

Dev Bahadur s/o. Shri Tul Singh,  
R/o. 202/15, Jhandewalan Road, Pahar Ganj,  
Swami Ram Tirath Nagar,  
Delhi 110055.

...Workman/Claimant

**Versus**

1. The Branch Manager,  
State Bank of Hyderabad,  
Chandni Chowk Branch,  
G-657-671, Sant Bhawan,  
Chandni Chow, Delhi 110006
2. The Regional Manager (Manager Canteen),  
State Bank of Hyderabad,  
Regional Office, 1<sup>st</sup>, 882, East Park Road,  
Karol Bagh, New Delhi.

... Managements

**AWARD**

This is a claim directly filed by workman Dev Bahadur under Section 2-A of the Industrial Disputes Act (hereinafter referred to as “the Act”) against the Managements, with the averments that workman joined service of the Management as permanent Sweeper cum Lunch Attendant w.e.f. April 1995 on an initial salary of Rs.900/- per month and his last drawn wages were to the tune of Rs.7700/-. His work & conduct was always good & satisfactory. On 2/7/2002 his services were abruptly & illegally terminated by Management No.1 which action was assailed by him before the CGIT cum Labour Court and vide Award dated 12/5/2006 passed by Shri R.N Rai, Presiding Officer of CGIT cum Labour Court, the Managements were directed to reinstate the claimant into service with 50per cent back wages. The Management challenged the said Award before Hon’ble High Court of Delhi by filing a writ petition No. 12133/2006 but later on Hon’ble High Court also directed the Managements to reinstate the claimant in terms of the Award. Hence the Management reinstated him in service and the claimant continued his services with utmost sincerity and loyalty till July, 2013 when he suffered from high blood sugar and high blood pressure and got paralysis and accordingly he applied for leave on medical ground which were allowed by the then Branch Manager of Management No.1. Despite regular treatment, there was no sign of improvement in the health of the claimant and hence he shifted to his native place at Nepal for his proper treatment as his entire family was there. During his stay at his native place, the claimant/his family members regularly informed about his medical condition to the then Branch Manager of the Management No.1 and he always assured that the claimant need not to worry about his job. On 11/1/2016 when the claimant came back to rejoin his duties, Management No.1 orally refused employment to the claimant and in this way services of the claimant were illegally terminated without any show cause notice, memo, charge sheet etc. Hence, the claimant served a legal/demand notice dated 31/3/2016 but to no response. Thereafter the claimant approached the Conciliation Officer and on receipt of notice from the said forum, the Management did not file any written statement to the claim of the workman and hence the Conciliation Officer issued a certificate dated 10/11/2016. It is alleged that action of the Management amounts to unfair labour practice and there was no justified reason for terminating the services of the claimant and as such action of the Managements is not legal. The claimant is unemployed since the date of his illegal termination and despite his best efforts, he is unable to find out an alternative job. Hence, prayer has been made his reinstatement with full back wages and all other consequential benefits.

2. The claim was contested by the Management who filed written statement, taking preliminary objections inter alia on the grounds that the claimant has not approached the Court with clean hands as he himself is guilty of own conduct by absconding from the duties from July, 2013 onwards and so he can not be permitted to file the present claim. The claimant was a casual labour engaged by the bank as and when needed and he was paid on daily wage basis only for the days when his services were utilized by the Branch. He was never appointed in the regular service of the bank and his wages were paid out of the petty cash account of the branch. While denying the allegations of the claimant, it has been stated that the State Bank of Hyderabad is now merged with State Bank of India with effect from 1/4/2017. It has also been stated that in terms of the Hon’ble High Court’s order dated 24/1/2013 in Civil Writ Petition No.12133/2006, the claimant was re-engaged/reinstated as casual labour purely on daily wage basis and the claimant made his re-joined duty on 28/1/2013 and worked for short duration. The claimant abandoned his work in July, 2013 and never reported for work admittedly till on or about 11/1/2016 and thus, he voluntarily & willfully abandoned his work and never reported to the Bank. A letter dated 4/3/013 was also sent to the claimant that he was working as a casual labour and was not in the regular employment of the Bank. Prayer has been made for dismissal of the claim petition.

3. On the pleadings of the parties, following issues were framed :-

- i) Whether the claim of the claimant is not maintainable and against the provisions of the ID Act 1947 ?
- ii) Whether the claimant is entitled for reinstatement in service ?
- iii) Whether the claim is not legally tenable in view of various preliminary objections ?

4. The workman/claimant in support of his case examined himself as WW1 and tendered his affidavit Ex.WW-1/A and relied on documents Ex.WW1/1 to WW1/4. On the other hand, the Management examined one Shri Avnish Kumar Srivastava, Chief Manager & Principal Officer of Chandni Chowk Branch of the Managements, who also tendered his evidence by way of affidavit Ex.MW1/A and relied on documents Ex.MW1/1 to Ex.MW1/7.

5. I have heard A/Rs appearing on behalf of the parties and have gone through the record carefully. My findings are as follows

**Issue No.1 to 3 :-**

6. All these issues being inter-related are taken up together and can be disposed of conveniently.

7. It is not in dispute that the claimant had been working under the Management as sweeper cum lunch attendant w.e.f. April, 1995 and earlier also his services were disengaged/terminated by the Management on 2/7/2002. The said dispute was challenged by the workman vide ID No.43/2004 and Shri R.N Rai, the then Presiding Officer of the CGIT cum Labour Court passed an award dated 12/5/2006 in favour of the workman and the Management had challenged the said Award before Hon'ble High Court by filing a writ petition No.12133/2006. However, in terms of the Hon'ble High Court's order dated 24/1/2013 in Civil Writ Petition No.12133/2006, the claimant was re-engaged/reinstated and he rejoined his duty on 28/1/2013. It is the case of the Management that the claimant who was working as casual labour purely on daily wage basis, had himself abandoned the job wilfully & voluntarily in July, 2013 and never reported for work till on or about 11/1/2016.

8. Learned A/R for the Managements strenuously argued that it was the claimant who himself abandoned the job and that the Management had also sent a letter dated 4/3/013 was also sent to the claimant but he had cared to join his duties rather remained absent admittedly for a period of about 2-1/2 years till 11/1/2016. As such, the claimant is guilty of his own conduct and can not be permitted to take advantage of his own wrongs.

9. Per contra, learned A/R for the workman/claimant submitted that the claimant had no intent to abandon the job rather he had gone to his native place at Nepal where he got treatment for his illness of high blood sugar and paralytic attack. After recovery, he returned to India and visited the Chandni Chowk Branch on 11/1/2016 but he was not allowed to join his duties and thus, it is the Management who illegally and abruptly terminated the services of the claimant, without any show cause notice or charge sheet.

10. From the pleadings of the parties and evidence adduced on record, it is evident that there existed relationship of employee-employer between the claimant/workman and the Managements even if it is admitted for the sake of arguments that the workman had been working with the Management as casual labour on daily wage basis. As such, the claimant is a workman within the definition of Section 2 (S) of the Act and the dispute raised by the claimant is maintainable before this Tribunal, moreso when the dispute earlier raised between the parties culminated into the Award dated 12/5/2006 which was upheld by the Hon'ble High Court. While interpreting Section 2(s) of the Act, Hon'ble Supreme Court in the case of Davinder Singh Vs. Municipal Council Sanaur AIR 2011 (SC) 2532 has observed that,

The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

11. In view of the ratio of law enunciated in the above ruling, the claimant herein admittedly falls within the definition of "Workman" under Section 2(s) of the Act. As such, the contention of the Management that there is no relation of employee-employer between the workman and the Management is hereby rejected and it is held that the claim is legally maintainable before this Tribunal.

12. As regards the controversy whether the claimant himself abandoned the job as alleged by the Management or whether the services of the claimant were terminated illegally by the Management, as alleged by the claimant, it will be worthwhile to refer to the evidence adduced by the parties on record. The testimony of the workman/claimant is in line with the averments made in the claim petition. He has filed on record documents Ex.WW1/1 (colly.) viz .medical certificates/prescriptions and cash memos to show that he was suffering from acute gastritis and was under treatment of Dr. Nirmal K. Gyawali, Consultant Anesthesiologist of Bheri Zonal Hospital, Nepalgunj from September, 2013 to November, 2015. In his cross examination he denied the suggestion that he abandoned his job in July, 2013 but admitted that due to paralysis he did not report for duties for about 2-1/2 years. He volunteered that he had reported back for duties after recovering from his illness in January, 2016. On the other hand, MW1 Shri Avnish Kumar Srivastava clarified that he is not personally aware about the terms of engagement/appointment of the claimant since he himself had joined in the Chandni Chowk Branch in August, 2015 only and thus have no personal knowledge about the facts of the case. He could not say if the claimant worked satisfactorily again after rejoining his duty with the Management Bank from the year 2013 onwards or that the claimant was seriously ill and had got paralysis in his whole body in July, 2013 and that is why he could not join his duties. He admitted that the claimant had applied for leave about his illness but volunteered that sanction of leave was not considered by the Management since the workman was just working as a labour. He showed his ignorance if the family members of the claimant during illness of the claimant had duly apprised the Branch Manager over telephone from Nepal about his inability to join duty on medical grounds and the Branch Manager had assured them not to worry. He also admitted that the claimant had given demand notice dated 31/7/2016 (sic.31/3/2016) to the Management. He also admitted that neither any show cause notice nor any charge sheet was issued against the claimant before his termination from service. He also admitted that the requirement of sweeper cum lunch attendant is on regular basis in the Management branch.

13. From the evidence adduced on record as discussed above, it can be safely inferred that there was no intent on the part of the claimant to abandon the job, rather his absence from duty was due to his serious ailments. It has come on record that the claimant has been retrenched/terminated from service w.e.f. 27/7/1995 without issuance of any show cause notice/charge sheet and without payment of compensation in lieu of notice period. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management Bank to be illegal and wrong under the law.

14. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that the workman is in a position to make his both ends meet by doing any work. Even if it is assumed that the workman is doing some intermittent or adhoc work to make his both ends meet, that would not itself amount to gainful employment. In the circumstances, it is held that action of the Management in terminating the service of the workman/claimant w.e.f. 11/1/2016 is totally illegal and wrong and is in violation of Section 25-F of the Act.

15. Now the residual question is whether workman is entitled to be reinstated with full back wages. It depends on number of factors – whether workman was regular, temporary or daily wager; he was recruited in proper manner or whether his work is of regular and temporary nature; length of service or delay in approaching the Tribunal and whether termination is in gross violation of provisions of the Act.

16. The Hon'ble Apex Court in case “Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya” reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

17. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

18. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the employer is found to be totally, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

19. Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

“8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a*

*position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year.”*

20. Their Lordships of Hon'ble Supreme Court in **(2015) 9 SCC 345, titled as Raj Kumar Dixit Vs. Vijay Kumar Gauri Shanker**, on the question of reinstatement of workman after his retrenchment is declared void ab initio have held as under :-

20. The High Court has exceeded in its jurisdiction in setting aside the Award passed by the Labour Court in awarding reinstatement of the Appellate-workman in his post alongwith 50% back wages, which is erroneous in law as the High Court has not noticed the fact that the appropriate Government has referred the dispute to the Labour Court for its adjudication on the points of dispute referred to it. Since, there was non-compliance of the mandatory requirements as provided under the provisions of the Act by the Respondent-firm at the time of passing an order of termination against the Appellant-workman, therefore, the same has been held to be bad in law and as such it should have awarded full back wages to the workman from the date of termination till the date of passing the Award unless the employer proves that the workman was gainfully employed during the aforesaid period which fact is neither pleaded nor proved before the Labour Court.

21. Therefore, the impugned judgement of the High Court is bad in law as the normal rule to be followed by the Respondent-firm with regard to the termination of the services of the workman has not been done in the present case and further, the High Court has once again exceeded in its supervisory jurisdiction in exercise of its judicial review power under Article 227 of the Constitution of India by setting aside the Award of reinstatement with 50% back wages passed by the Labour Court and has instead awarded Rs.2 lakhs as compensation to the Appellate –workman, which is contrary to the law laid down by this Court. The High Court cannot exercise its supervisory jurisdiction and act as either original court or appellate court to set aside the finding of fact recorded on the points of dispute referred to the Labour Court on proper appreciation of pleadings and evidence on record in favour of the workman as has been done in the instant case. The Award of compensation of Rs.2 lakhs awarded in place of reinstatement with 50% back wages as awarded by the Labour Court, has been modified by the High Court without assigning any cogent and valid reason which is not only erroneous in law but suffers from error in law as well, as the same is contrary to the catena of decisions of this Court. On this ground itself, the impugned judgement of the High Court is liable to be set aside and we pass an order to restore the Award passed by the Labour Court.”

21. Their Lordships of Hon'ble Supreme Court in **(2016) 6 SCC 541, titled as Raj Kumar Vs. Director of Education and others**, have ordered for the reinstatement of the petitioner with full back wages, where retrenchment of the service of the workman was in violation of Section 25(f)(a), (b) & (c) of the Industrial Disputes Act, 1947.

22. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal, particularly when the claimant/workman is not gainfully employed anywhere since after his termination by the Management. Award is passed accordingly.

Date : 04.12.2018

AVTAR CHAND DOGRA, Presiding Officer